PROPOSALS MUST BE SEALED AND ADI	DRESSED TO) :	move from proposer list for this	s commodity	//service. (Return this page only
AGENCY ADDRESS: WI Department of Children and Families DES Bureau of Finance, Procurement 201 E. Washington Ave., 2 nd floor P.O. Box 8916 Madison, WI 53708-8916 REQUEST FOR GRANT PROPOSAL # CFB0089	Request for Pr date and time of the proposal is Receipt of a p procurement of properly and cline., not include unless otherwis notice of intent below for an ap for sixty (60) da	oposal # CF stamped by the sidue. Propo- roposal by the ffice. Any pr early marked ed with sample se specified. For to award or the oppointment to ays from date	sealed and plainly marked if B0089 . Late proposals will be soliciting procurement office sals dated and time stamped e mail system does not consoposal which is inadvertently is subject to rejection. Propose packages or other propose execords will be available for pute award of the contract. Proguiew the proposal record. Profor proposal opening, unless of ubsequent award.	ill be rejecte on or before d in another stitute receip / opened as sals must b als. Propos ublic inspect poser should oposals shall	d. Proposals MUST be e the date and time that office will be rejected. ot of a proposal by the s a result of not being e submitted separately, sal openings are public ion after issuance of the d contact person named l be firm for acceptance
THIS IS NOT AN ORDER	Proposals N	//UST be in	this office no later than		Public Opening
	2:00 PM	on Nove	ember 21, 2011		
PROPOSER (Name and Address)			·	1	No Public Opening ⊠
	Name (Cont	act for furth	er information)		
	Cheryl E	dgington			
	Phone				Date
	608-266-				10/25/11
	Quote Price	and Deliver	y FOB		
	N/A				
	Description				
MILWAUKEE LEAD AGENCY for the					
MILWAUKEE BRIGHT					
Payment Terms:		Delivery T	ïme:		
Bidder must be certified by the Wisconsin Department of Commerce. If	We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.				
We are a work center certified under Wis. Stats. s. 16.752 employing per to the Work Center Program, State Bureau of Procurement, 6th Floor, 10				cation proces	ss should be addressed
Wis. Stats. s. 16.754 directs the state to purchase materials which are manuf Materials covered in our bid were manufactured in whole or in substantial part whole or in substantial part in the United States.					
In signing this proposal we also certify that we have not, either directly or indi restraint of free competition; that no attempt has been made to induce any otl arrived at without collusion with any other proposer, competitor or potential coany other proposer or competitor; that the above statement is accurate under	ner person or firm to empetitor; that this	to submit or no proposal has r	t to submit a proposal; that thi	is proposal h	nas been independently
We will comply with all terms, conditions and specifications required by the st	ate in this Request	for Proposal a	and all terms of our proposal.		,
Name of Authorized Company Representative (Type or Print)	TILLE			Phone()
				Fax ()
Signature of Above	Date		Federal Employer Identific	ation No.	Social Security No. if Sole

STANDARD TERMS & CONDITIONS, DOA-3054 (R10/2005)

- **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- **2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- **3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- **4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- **5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- **PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - 6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- **8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting procurement office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the procurement office.

- 9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- **10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- **11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- **GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- **14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- **16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- **17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- **18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
 - 19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
 - **19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
 - **19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- **PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- **21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- **22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:
 - 23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - **23.3** The state reserves the right to require higher or lower limits where warranted.

- **24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- **26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

- **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
 - **27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
 - 27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- **28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- **29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- **30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- **31.0 PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- **32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- **33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- **34.0 WORK CENTER PROGRAM**: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- **35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES, DOA-3681 (R01/2001)

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- **2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
 - Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
 - 2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - 2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

- 3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- **4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- **EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- **CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- **7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.



Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

MANDATORY: Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

OPTIONAL: Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature		Date (mm/	dd/ccyy)
Name (Type or Print)		Title	
Company		Telephone	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request fo	r Bid/Proposal Number
Milwaukee Lead Agency for BFI/Carrera		CFB008	9

STATE OF WISCONSIN

DOA-3027 N(R01/98)

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # CFB0089 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

<u>Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.</u>

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following	pages not be released		
Section	Page #	Topic	
IN THE EVENT THE DESIGN UNDERSIGNED HEREBY AGREE DESIGNATION OF CONFIDENTI ARISING OUT OF THE STATE'S A	S TO PROVIDE LEGAL COU! ALITY AND AGREES TO HO	SEL OR OTHER NECESSARY . D THE STATE HARMLESS FO	ASSISTANCE TO DEFEND THE
Failure to include this form in bid/proposal response will b confidential in the bid/proposa for any damages arising out of	e open to examination a al document to be insuffici	nd copying. The state coent. The undersigned agree	onsiders other markings of is to hold the state harmless
Company Name			
Authorized Representative			
		Signature	
Authorized Representative			

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subContractors and/or contractors) and in all solicitations for lower tier covered transactions.

Ву		Date:
-	(Signature of Official Authorized to Sign Application)	
For:		
	Name of Provider	_
	Title of Program	_

REQUEST FOR GRANT PROPOSAL (RFP)

FOR

MILWAUKEE LEAD AGENCY

for the

MILWAUKEE BRIGHTER FUTURES INITIATIVE and the CARRERA ADOLESCENT PREGNANCY PREVENTION PROGRAM RFP #CFB0089

Issued by:

STATE OF WISCONSIN
DEPARTMENT OF CHILDREN AND FAMILIES
Division of Safety and Permanence
Bureau of Safety and Well-Being

Proposals must be submitted No later than 2:00 PM November 21, 2011

Important: See building security access restrictions in Section 2.3

LATE PROPOSALS WILL BE REJECTED

There will not be a public opening for this RFP

For further information regarding this
RFP contact Cheryl Edgington
At (608) 266-8144
E-mail: DCFProcurement@wisconsin.gov

Issued: October 25, 2011

TABLE OF CONTENTS

SECTION	<u>SUB.</u>	J <u>ECT</u>	PAGE #
1.0	GENE	RAL INFORMATION	8
	1.1.	Introduction	8
	1.2.	Definitions	
	1.3.	SCOPE	9
	1.4.	CLARIFICATION AND/OR REVISIONS OF THIS RFP	16
	1.5.	REASONABLE ACCOMMODATIONS	16
	1.6.	CALENDAR OF EVENTS	16
	1.7.	CONTRACT TERM AND FUNDING	17
	1.8.	CERTIFICATION FOR COLLECTION OF SALES AND USE TAX	17
	1.9.	VENDORNET REGISTRATION	17
2.0	PREPA	ARING AND SUBMITTING A PROPOSAL	17
	2.1.	GENERAL INSTRUCTIONS	17
	2.2.	INCURRING COSTS	17
	2.3.	SUBMITTING PROPOSALS	17
	2.4.	PROPOSAL ORGANIZATION AND FORMAT	18
	2.5.	WITHDRAWAL OF PROPOSALS	19
3.0	PROP	OSAL SELECTION AND AWARD PROCESS	19
	3.1.	EVALUATION COMMITTEE	19
	3.2.	Preliminary evaluation	19
	3.3.	RIGHT TO REJECT PROPOSALS	19
	3.4.	Proposal scoring	19
	3.5.	EVALUATION CRITERIA	20
	3.6.	NOTIFICATION OF INTENT TO AWARD	20
	3.7.	NEGOTIATE CONTRACT TERMS	20
4.0	PROP	OSER INFORMATION	20
	4.1.	Mandatory Requirements	20
	4.2.	ORGANIZATION CAPABILITIES	25
	4.3	STAFF QUALIFICATIONS	26
	4.4	Proposer references	27
5.0	PROP	OSER SOLUTIONS FOR CONTRACT REQUIREMENTS	28
	5.1.	Proposer solutions	28
6.0	COST	PROPOSAL/BUDGET	29
	6.1.	BUDGET INFORMATION	29
	6.2.	ALLOWABLE COSTS	24
	6.3	FORMAT FOR SUBMITTING BUIDGET. USE COST PROPOSAL WORKSHEET — ATTACHMENT D (ATTACHED SEPARATELY)	

ATTACHMENT A - PROPOSER INFORMATION

ATTACHMENT B - REFERENCES SHEET

ATTACHMENT C - WORK PLAN

ATTACHMENT D - COST PROPOSAL (ATTACHED SEPARATELY)

ATTACHMENT E – SAMPLE CONTRACT

APPENDIX I – CARRERA OVERVIEW

APPENDIX II – PROTOCOLS AND GUIDELINES

APPENDIX III – CARRERA STAFF DESCRIPTIONS

APPENDIX IV – SAMPLE MOU

APPENDIX V – OUTCOMES AND OBJECTIVES

APPENDIX VI – LIST OF CURRENT BFI PROJECTS

1.0 GENERAL INFORMATION

1.1. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the oversight of the **Milwaukee Brighter Futures Initiative** (BFI) grant funds beginning January 1, 2012, and the implementation and management of the **Carrera Adolescent Pregnancy Prevention Program Integrated School Model** in one or more Milwaukee schools beginning with the 2012-13 school year. The Carrera program will require a collaborative partnership between the contractor, the Department of Children and Families, and CAS-Carrera; however, the contracted agency will be fully responsible for its management and implementation. This is a significant undertaking and the overall scope of the work and expectations for the contract agency are provided in this document and must be addressed in the proposal.

Eligible applicants may include public, non-profit agencies or a consortium of public or non-profit agencies whose mission is compatible with this initiative.

NOTE: Appendix VI lists the current Milwaukee BFI projects that are expected to continue through 12/31/2012, based on project performance and/or funding availability. Agencies that currently have a Milwaukee BFI-funded project may apply for the Milwaukee Lead Agency management grant and still continue their BFI-funded project through 12/31/12; however, the Milwaukee Lead Agency will not be able to compete for any Milwaukee Brighter Futures Initiative grant opportunities during subsequent funding cycles while retaining the role of Milwaukee Lead Agency. The Department will work with the contractor to identify a means to independently evaluate their project(s) during CY 2012.

In addition to the oversight of the current BFI projects and the new CAS-Carrera Adolescent pregnancy prevention project, the Milwaukee Lead Agency shall work with the Department of Children & Families and other state and local agencies and community partners to identify service gaps, community resources, and community priorities in order to recommend strategies for coordinating youth development and prevention efforts in Milwaukee to target Milwaukee Brighter Futures Initiative dollars beginning January 1, 2013, when the existing subcontracts expire.

The State as represented by its Wisconsin Department of Children and Families (DCF) intends to use the results of this Request for Proposal (RFP) for a grant award. Attachment E of this RFP document contains the draft proposed contract.

DCF is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Cheryl Edgington, Purchasing Agent, (608) 266-8144 or e-mail: DCFProcurement@wisconsin.gov. Contact with anyone else involved with this process without the prior authorization of DCF may result in the disqualification of your proposal.

1.2. Definitions

The following definitions are used throughout the RFP:

AODA means Alcohol and Other Drug Abuse

BFI means the Brighter Futures Initiative

Bureau means the Bureau of Safety and Well Being

Carrera means the national CAS-Carrera Adolescent Pregnancy Prevention program

<u>Carrera staff</u> means Milwaukee staff hired and employed by the vendor to execute the Carrera program components in the identified school(s).

<u>CAS-Carrera</u> means the Children's Aids Society Carrera Adolescent Pregnancy Prevention Program <u>Contractor</u> means proposer awarded the contract

<u>DCF</u> means the Wisconsin Department of Children and Families

Department means the Wisconsin Department of Children and Families

DHS means the Wisconsin Department of Health Services

<u>Division</u> means the Division of Safety and Permanence

DSP means the Division of Safety and Permanence

<u>Evidence-based</u> or <u>Evidence-informed</u>, for the purpose of this grant, means a program [or strategy] that is theory-driven, has activities/interventions related to the theory of change underlying the program model, has been well implemented, and has produced empirically verifiable outcomes, which are assumed to be positive. *SAMHSA's Prevention Platform/Glossary section*

<u>Positive Youth Development</u>, for the purpose of this grant, suggests that helping young people to achieve their full potential is the best way to prevent them from engaging in risky behaviors. Organizations and communities that promote positive youth development give youth the chance to exercise leadership, build skills, and get involved. The self-confidence, trust, and practical knowledge that young people gain from these opportunities help them grow into healthy, happy, self-sufficient adults. (*Dept. of Health & Human Services, Administration for Children and Families*)

RFP means Request For Proposal

State means the State of Wisconsin

STD/STI means Sexually Transmitted Disease/Sexually Transmitted Infection

UNCOM means the United Neighborhood Centers of Milwaukee

Vendor means an agency or organization submitting a proposal in response to this RFP

1.3. Scope

1.3.1 History and Background

The Wisconsin Department of Children and Families, Division of Safety and Permanence received written notification on September 12, 2011 confirming that the State's application for Title V Abstinence Grant funds was granted to implement the Children's Aid Society (CAS) - Carrera Adolescent Pregnancy Prevention Integrated School Model in one or more Milwaukee schools (view the entire grant at: http://www.acf.hhs.gov/grants/open/foa/view/HHS-2011-ACF-ACYF-AEGP-0158)

This grant allocates \$701,667 to the State of Wisconsin per federal fiscal year for four years beginning October 1, 2011, and provides the Department with a unique opportunity to maximize state prevention dollars and federal abstinence grant funding to expand positive youth development and teen pregnancy prevention in Milwaukee.

It is anticipated that the Carrera program will further enhance and complement current Milwaukee initiatives to reduce the pregnancy rate amongst 15-17 year olds. The introduction of Carrera into one or two Milwaukee Schools will:

- 1. Introduce additional evidence-based programming into the community;
- 2. Help to fill identified needs/gaps;
- 3. Strengthen current efforts and help maintain focus through a shared philosophy; and

4. Introduce additional funding into the community and increase public awareness and motivation to sustain efforts

CAS-Carrera

The CAS-Carrera Adolescent Pregnancy Prevention Program is an evidenced-based, holistic approach to empower youth, help them develop personal goals, and cultivate their desire to avoid pregnancy. The program works with boys and girls from middle school and follows them through high school and beyond. The program model is implemented in two ways: 1) As a traditional after-school, youth development approach each day and on Saturdays fifty weeks a year including a summer program; and 2) As an integrated within school day approach working with succeeding grades each year until the entire school is receiving the model. This funding opportunity will be for the integrated school model.

Results

CAS-Carrera is the only multi-year evaluated teenage pregnancy prevention program in the country with statistically proven effectiveness based on a randomized control trial evaluation. The results demonstrate statistically significant outcomes:

- 50% less likely to have ever given birth;
- 40% less likely to have ever been pregnant;
- Female participants were more than twice as likely to use contraceptive at last intercourse;
- 16% more likely to have had some work experience;
- 30% more likely to have graduated high school or obtained a G.E.D.; and
- 37% likely to be enrolled in college.

A range of other positive outcomes include: increased employment experience; increased financial literacy, including increased use of bank accounts; and increased use of primary physician-based health care instead of emergency rooms.

The work of CAS-Carrera was identified as a "Top Tier" program by the Coalition for Evidence Based Policy. This distinction is based on a randomized, controlled study showing statistically significant benefits to participants. Additionally, the Federal Office of Justice Prevention recently designated the Carrera model as a promising approach at delinquency prevention and providing risk and protective factors:

http://www.crimesolutions.gov/ProgramDetails.aspx?ID=81

Program staff are hired and paid through the Milwaukee Lead Agency. The agency will be responsible for developing a *Memorandum of Understanding* (MOU) with the school(s) to cooperate with teachers and school administration to provide program components during the school day. There is also oversight from the Carrera team to ensure fidelity to their evidence-based model. The program will not be implemented until the start of the school year 2012-2013, but does require several months of preparation.

The CAS-Carrera Program outcomes aligns with Wisconsin's Brighter Futures Initiative statutory requirements and is a tool for addressing Milwaukee's high adolescent pregnancy and STD rates. The CAS-Carrera Integrated School Model is comprehensive, intensive, and requires a long-term commitment on the part of the State, the Milwaukee school(s) that agree to participate, the Carrera program developer, the students and their families, and other community partners. It is

essential that the Milwaukee Lead Agency have a mission that is compatible with the CAS-Carrera and Brighter Futures Initiative philosophy, and a commitment to implementing the CAS-Carrera Integrated School Model with fidelity.

Brighter Futures Initiative

The State of Wisconsin *Brighter Futures Initiative* was created, in part, to encourage high-need communities to:

- Structure services to foster coordination of local prevention efforts;
- Reduce duplication of services;
- Create funding strategies that encourage the development of local comprehensive prevention initiatives;
- Enhance efforts to evaluate effectiveness; and
- Enhance effective information and technical assistance services to support local prevention efforts.

The Brighter Futures Initiative promotes evidence-based positive youth development and prevention strategies focusing on the following legislative outcomes:

- Prevent and reduce the incidence of youth violence and other delinquent behavior;
- Prevent and reduce the incidence of youth alcohol and other drug use and abuse;
- Prevent and reduce the incidence of child abuse and neglect;
- Prevent and reduce the incidence of non-marital pregnancy and increase the use of abstinence to prevent non-marital pregnancy; and
- Increase adolescent self-sufficiency by encouraging high school graduation, vocational preparedness, improved social and other interpersonal skills and responsible decisionmaking.

1.3.2 Project Description and Agency Capacity

Teen Pregnancy Overview

The United States has the highest teen pregnancy and sexually transmitted disease (STD) rate among the world's developed nations. According to the U.S. Centers for Disease Control and Prevention, more than three million, or over 25% of all teen girls have a sexually transmitted infection. Half of sexually active young people in the U.S. will contract a sexually transmitted infection by age 25. Approximately 750,000 teenagers in the United States will become pregnant this year.

The cost of teen pregnancy is steep. Teen mothers are more likely to:

- drop out of high school
- be incarcerated
- have reduced earnings
- rely more heavily on publicly-funded health care
- have chronic health conditions

The children of teenage mothers are more likely to perform poorly in school and are at greater risk of neglect and abuse.

Teen Birth Rates in Milwaukee

Milwaukee has the sixth highest teen birth rate among large cities in the nation, exceeding the rates in Minneapolis, Chicago, Kansas City, Los Angeles and New York. Findings from the 2009 WI Youth Sexual Behavior and Outcomes Survey also indicate considerable racial differences regarding births to Wisconsin teens aged 15 to 19. The teen birth rate for Blacks, American Indians and Hispanics is approximately five times higher than the rate for Whites.

Sexually Transmitted Disease Rates

The rate of STD infection for Milwaukee teens follows a similar yet perhaps more alarming course. The chlamydia and gonorrhea rates in Wisconsin teens aged 15-19 in 2009 were about 10% lower than those in the U.S. But the chlamydia rate of Milwaukee teens was nearly five times the rate of WI excluding Milwaukee. The gonorrhea rate of Milwaukee teens was more than ten times that of the rest of Wisconsin. The Milwaukee teen STD rates are the second highest in 50 major U.S. cities.

Factors related to teenage pregnancy

Youth who have lowered expectations due to limited choices and opportunities are vulnerable to high-risk behaviors and pregnancy. This is particularly true for youth living in poverty. Studies show that youth living in poverty have a teen pregnancy rate five times that of the average. Additionally, youth who are alienated or lack a sense of belonging are more likely to make poor choices in their efforts to find connections. For example, youth living in foster care, youth who have family members incarcerated or youth who live in unsafe neighborhoods frequently make poor choices in an effort to establish their identity and increase their sense of affiliation. Finally, mixed societal messages make it very difficult for youth to make the safest, healthiest decisions and achieve adult self-sufficiency.

There are numerous socio-economic challenges confronting Milwaukee teens that put them at risk. Milwaukee youth are dropping out of high school at extremely high rates. Research conducted by the Alliance for Excellent Education shows that in Wisconsin 14% of white students fail to graduate from High School compared to a staggering 56% of African American students and 52% Latino students. This state finding is most applicable to Milwaukee County, as that is where the majority of minority students reside.

Agency Capacity Required for Milwaukee Lead Agency

The contractor will serve as the main administrative entity for the Milwaukee Brighter Futures Initiative and the CAS-Carrera program, including service delivery and overall program management. A designated DCF staff person will also be located at the State Office Building in Milwaukee to provide Department oversight of the contractual requirements to help ensure 1) the successful launch of the CAS-Carrera program, 2) required federal grant reporting requirements are met; and 3) fulfillment of BFI subcontractor responsibilities.

Department staff will initially develop formal partnerships and engage the Milwaukee community and Milwaukee schools through education, outreach and collaboration until the contractor is selected. Upon initiation of the contract, the contractor will assume the lead role of working with the Milwaukee community, and Milwaukee school(s), and CAS-Carrera (through formal MOU/contract) to provide fidelity management and as a collaborative partner in program planning, implementation and maintenance.

CAS-Carrera Integrated School Model components

The CAS-Carrera Integrated School Model includes daily programming during the school week, most Saturdays and summer programming contingent on school facilities and schedule. The program is comprehensive and intensive. It targets risk factors, but also builds upon protective factors resulting in participants not only acquiring the knowledge to make informed, healthy decisions, but also the skills, self-esteem and support to apply this knowledge towards better decision making for their health, lifestyle, and future. Carrera sees youth "at promise" rather than "at risk". This philosophy underlies the design of all program components as well as the approach used with youth.

Ideally, implementation will occur with schools that incorporate 6th through 12th grades in one building; or schools where middle school students are transitioned into the same high school rather than dispersed into several high schools throughout the city. This will aid in building strong partnerships, tracking outcomes, and reducing program attrition. Parent participation is also extremely important and Carrera views partnerships with parents as critical to the success of their program. Outreach and involvement of parents is an element of each program component.

Program Components

- 1. **Education:** Daily one-on-one or small group tutoring, test preparation, and college prep tailored to identified school/student needs;
- 2. **Employment:** Weekly financial literacy, opening bank accounts, exploring career choices and providing summer and part-time jobs;
- 3. **Family Life and Sexuality Education:** Weekly medically and scientifically comprehensive sexuality education sessions are taught in an age-appropriate fashion;
- 4. **Mental Health Services:** Weekly discussion sessions led by certified social workers. 24 hour counseling and crisis intervention, as needed;
- 5. **Full Medical and Dental Care:** Comprehensive medical and dental services with consent in partnership with local providers;
- 6. **Self-Expression:** Multiple exposures to music, dance, writing and drama workshops led by theatre and art professionals;
- 7. **Lifetime Individual Sports:** Multiple exposures to sports that build self-discipline, impulse control and can be enjoyed throughout life.

Contractor requirements for successful delivery of the CAS-Carrera In-School Adolescent Pregnancy Prevention Program in Milwaukee:

- Commitment to CAS-Carrera philosophy, organizing principles, oversight requirements, and commitment to delivering all seven program components with fidelity to the Carrera program.
- Commitment and plan for establishing and maintaining relationships with medical and dental providers, school administration, counselors and teachers, business community, and other key community stakeholders for successful program implementation.

- Sufficient IT infrastructure for adequate data collection and reporting.
- Commitment and plan for reporting key financial, operational and youth performance measures to the Carrera National Training Center (NTC), DCF, or other State or federal agencies as requested by DCF.
- Collecting, monitoring and submitting monthly expenditure reports for the
 Department's CORE accounting system; establishing and implementing a comprehensive
 monitoring plan to assure fiscal responsibility in accordance with State and Federal
 accounting principles and program requirements.
- Experience in successfully administering a contract with multiple related activities and a budget greater than \$2.0 million dollars.
- Experience recruiting, hiring, training, supervising, and retaining professional staff, including payroll and benefits administration. (A description of Carrera staff is provided in Appendix III.)
- Accounting procedures that assure accurate monitoring and recording of hours worked and costs incurred.
- Experience working with youth development and educational service delivery systems.
- Experience implementing quality assurance activities in a human services field.

The contractor, jointly with Carrera, will be responsible for hiring and training staff in the program model and ensure that regular training, supervision, and monthly maintenance meetings occur. The contractor will ensure that program component milestones are achieved within the developed timeframes and guarantee strict model fidelity. A sample *Memorandum of Understanding* (MOU), developed by Carrera, is included *in Appendix IV*.

CAS-Carrera will help facilitate the planning and implementation of the Carrera programming in Milwaukee. They will participate in the posting, screening and selection of the Carrera staff that will be employed in Milwaukee. Carrera will provide pre-service, in-service, and ongoing training and professional development in addition to regularly scheduled on-site visits.

Milwaukee Brighter Futures Initiative

The Milwaukee Brighter Futures Initiative currently provides grants to support twenty-seven prevention projects operating in twenty-two organizations (see Appendix VI for list of current projects). These projects were selected as the result of a competitive bidding process conducted in the fall of 2009. The current Milwaukee BFI projects are funded for a three-year term (January 1, 2010-December 31, 2012) contingent on project performance and/or funding availability. In addition to the implementation and oversight of the Milwaukee Carrera project, the Milwaukee Lead Agency will also demonstrate the capacity to perform the roles listed below.

Work with the Milwaukee DCF Lead Staff to monitor and support Milwaukee BFI service providers to ensure program quality and fiscal responsibility. *Examples of program coordination and oversight:*

- Establish and implement a comprehensive monitoring plan to document Milwaukee BFI program quality and participant retention.
- Collect, monitor and submit monthly expenditure reports for the Department's CORE
 accounting system; establish and implement a comprehensive monitoring plan to assure
 fiscal responsibility in accordance with State and Federal accounting principles and
 program requirements.

- Provide ongoing training and technical assistance based on project monitoring observation notes, the UNCOM database, and/or other program assessment /data collection instruments as required by DCF.
- Collect & enter data into the DHS database for the Substance Abuse Block Grant and/or other database or evaluation reports as required by the State of Wisconsin or the federal government.
- Submit a six-month progress report and a 12-month BFI evaluation report (that includes individual project evaluations) to DCF; and provide additional reports as requested by the Department.
- Submit an annual Milwaukee BFI plan for DCF approval.
- Facilitate Milwaukee BFI meetings/trainings, and maintain a Milwaukee website for service providers and community partners.

Work with the Department of Children and Families and other State and local stakeholders to identify community needs, priorities, resources, and gaps in services for children and families in atrisk situations.

- Facilitate service coordination among Milwaukee BFI service providers.
- Sustain regular communication and strengthen collaborative partnerships with Milwaukee's community leaders, agencies, and organizations focused on Milwaukee youth and family services.
- Work with the Department of Children and Families' Lead staff to gather stakeholder recommendations regarding service needs and funding priorities for the CY 2013 Milwaukee Brighter Futures Initiative grant funds.

Additional Contractor Responsibilities related to both Carrera and Milwaukee Brighter Futures Initiative oversight:

- Project management Regular status meetings with DCF's Milwaukee Lead Staff (and other DCF designated staff) to review detailed tasks, milestones, deliverables and issues that may affect attainment of project goals relating to the Carrera project and Milwaukee Brighter Futures Initiative grants.
- Collaborative Efforts and Community Partnerships Milwaukee Lead Agency must have the ability to create and sustain partnerships with the State, County, City, schools, neighborhoods, local service providers, and families to be served.
- Monitoring & Reporting oversight of monitoring and evaluation procedures to ensure
 programmatic and fiscal responsibility; timely submission of Carrera and BFI reports as
 required by CAS-Carrera, DCF, U.S. Department of Health & Human Services, or other
 state/federal agencies as applicable.
- Supervisory Services recruitment, training, supervision, and retention of staff at a level sufficient to ensure effective and quality service delivery, monitoring, technical assistance, and evaluation.

• Contract Management - manage contract budgets for the Milwaukee Brighter Futures Initiative and the Carrera Adolescent Prevention Program to ensure fiscal responsibility and timely submission of invoices and accounting reports.

1.4. Clarification and/or revisions of this RFP

Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal in **writing through e-mail on or before 4:00 p.m., October 31 2011,** to:

Cheryl Edgington, DCF Procurement E-mail: DCFProcurement@wisconsin.gov

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal after the above date, they shall immediately notify the above named individual of such error and request modification or clarification of the proposal document before the proposal opening date.

If the proposer fails to notify DCF prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this request for proposal will be made only by an official written amendment issued by Procurement.

1.5. Reasonable accommodations

DCF will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a bid opening/proposer conference, contact Cheryl Edgington, at (608)266-8144 (voice) or Wisconsin Telecommunications Relay System (TTY) at 1-800-947-3529.

1.6. Calendar of events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by DCF. In the event that DCF finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

DATE	EVENT
October 25, 2011	RFP issuance date
October 31, 2011	Last day for submitting written questions
November 4, 2011	Issue amendment, which includes answers to questions,
	supplements and/or revisions to the RFP (estimated)
November 21, 2011	Proposals due on or before 2:00 p.m.
December 5, 2011	Interviews/presentations (estimated date – only if needed)
December 15, 2011	Notification of intent to award sent to proposers
	(estimated)
January 1, 2012	Contract start date (estimated)

1.7. Contract term and funding

The grant award under this RFP includes all costs to start up, develop, and operate for the entire contract period. The contract shall be effective on the date indicated on the contract and shall continue for three years. By mutual agreement of the agency and the contractor, the contract may be renewed up to three additional one-year periods.

1.8. Certification for collection of sales and use tax

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

1.9. VendorNet registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at http://vendornet.state.wi.us to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. Annually renewable registration guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their specified commodity/service area(s) with an estimated value over \$25,000. It is recommended registrants provide an email address that is monitored centrally in the organization to ensure timely receipt of notifications. Organizations without Internet access may request paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities. If questions exist about VendorNet, call the VendorNet Information Center at 1-800-482-7813 or, for Madison area organizations; call 608-264-7898.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1. General instructions

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. DCF encourages all proposers to print their submission double-sided to save paper.

2.2. Incurring costs

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting proposals

Proposers must submit, in a sealed package, **One Original (identify) PLUS 5** copies of all materials required for acceptance of their proposal on or before **2:00 p.m., November 21, 2011** to:

U.S. Mail:
Cheryl Edgington
Bureau of Finance
WI Department of Children and Families

P.O. Box 8916

Madison, WI 53708-8916

UPS, Fed Ex, etc.: Cheryl Edgington Bureau of Finance

WI Department of Children and Families

201 East Washington Avenue, 2nd Floor Reception

Madison, WI 53703

A proposer can hand deliver their proposal package on or before the date and time listed above. More than one agency in this building receives bids at this location. Therefore it is recommended that all bid packages are sealed and clearly marked on the outside of the package with the following:

Agency Name (that issued the bid)
Proposer's Name and Address
Request for Proposal Title
Request for Proposal Number
Proposal Due Date

Failure to properly identify your package(s) could result in the package(s) being misdirected and could lead to your response being disqualified.

All proposals must be time-stamped at the 2nd Floor Reception by the stated time. Proposals not so stamped will not be evaluated. Receipt of the proposal by the State mail system does not constitute receipt of the proposal by the DCF Procurement Office.

DCF does **not** accept facsimile machine or e-mail submitted proposals.

2.4. Proposal organization and format

Proposal should be typed and submitted on 8.5 by 11 inch paper and bound securely in a 3 ring binder.

Proposers responding to this RFP must comply with the following format requirements:

- a) Tab 1 PROPOSER INFORMATION: Include here **ATTACHMENT A AGENCY INFORMATION** found at the end of this proposal.
- b) Tab 2 RESPONSE TO PROPOSER INFORMATION REQUIREMENTS: Responses to the proposer information requirements must be in the same sequence and numbered as they appear in this RFP. Include here completed ATTACHMENT B – REFERENCES SHEET found at the back of this RFP.
- c) Tab 3 RESPONSE TO PROPOSER SOLUTIONS TO CONTRACT REQUIREMENTS: Responses to the proposer's solutions section must be in the same sequence and numbered as they appear in this RFP. Include here completed **ATTACHMENT C WORK PLAN** found at the back of this RFP.
- d) Separate Envelope ATTACHMENT D COST PROPOSAL (posted separately on VendorNet). Provide cost information as detailed in section 6.0 in this RFP. All costs, as requested, for furnishing the product(s) and/or service(s) must be included in this proposal. The cost proposal must NOT be listed in any other part of the proposal response.

2.5. Withdrawal of proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time. The written withdrawal notice must be received by the Purchasing Agent managing this RFP process. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time. Once withdrawn, the proposal will not be considered for any reason.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1. Evaluation Committee

DCF's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the DCF's request.

3.2. Preliminary evaluation

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, DCF reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

3.3. Right to reject proposals

The agency reserves the right to reject any and all proposals. The State may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

3.4. Proposal scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

Top-scoring proposers, based on the evaluation of the written proposal, may be required to have interviews/presentations to support and clarify their proposals, <u>if requested by the State</u>. The State will make every reasonable attempt to schedule each interview/presentation at a time and location that is agreeable to the proposer. Failure of a proposer to complete a scheduled interview/presentation to the State may result I rejection of that proposer's proposal. DCF may conduct site visits of proposer and/or references' facilities to clarify or confirm proposal information.

Upon completion of any interviews/presentations and/or demonstrations by proposers, DCF's evaluation team will review their evaluations and make adjustment to the technical scores based on the information obtained in the interview/presentation, demonstration, possible reference checks, and any other pertinent proposer information.

3.5. Evaluation criteria

The proposals will be scored using the following criteria:

Description	Points	
Proposer Information (section 4.0)		
4.1 Organization capabilities	200	
4.2 Staff qualifications	200	
Proposer Solutions to Contract Requirements (section 5.0)	400	
Budget	200	
TOTAL		1000

3.6. Notification of intent to award

All proposers who respond to this RFP will be notified in writing of DCF's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:00 p.m., 2nd floor, 201 E. Washington Avenue, Madison, Wisconsin. Proposers should make appointments to ensure that space and time are available for the review. Contact the person managing this RFP process.

3.7. Negotiate contract terms

The agency reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

4.0 PROPOSER INFORMATION

Submit response under Tab 2 of proposal--see section 2.4 above for proposal submittal format.

4.1. Mandatory Requirements

The following requirements are mandatory and the Contractor is expected to fulfill them. Responses to each requirement must indicate that the Proposal either "Does comply" with the requirement or "Does not comply". Failure to comply with a mandatory requirement shall result in rejection of the Proposal.

4.1.1 Staffing Experience

Proposers must have a minimum of five (5) years of experience in recruiting and supervising professional staff.

4.1.2 Social Services Experience

Proposers must have a minimum of three (3) years of experience in quality assurance activities in a social services setting.

4.1.3 Background Checks

Before Contracted Personnel are allowed on site and have access to youth involved in BFI/Carrera programs, a criminal arrest and conviction record must be obtained from the Wisconsin Department of Justice for each employee assigned to the Contract. In addition, all Contracted Personnel must sign disclosure/confidentiality agreements. Background checks can be done through the Wisconsin Department of Justice. Information is available at http://www.doj.state.wi.us/dles/cib. The Contractor must provide DCF with the records of prospective Contracted Personnel who have an arrest or conviction record for screening. The Contractor must provide a complete and signed "Disclosure Statement" for each employee provided to work under this Contract. Disclosure statements cover non-disclosure of confidential information and will be available from DCF. Each time a new employee is added; a background check must be completed and submitted to DCF before the employee has access to youth involved in BFI/Carrera programs.

All requested paperwork (signed Disclosure/Confidentiality Statements, Criminal Background Check) for each Contracted Personnel working on the state's account shall be supplied to DCF prior to providing Contracted Services.

4.1.4 Commitment to Program

Proposers will adhere to the CAS-Carrera philosophy, organizing principles, oversight requirements, and commitment to delivering all seven program components with fidelity to the <u>Carrera program</u>.

4.1.5 Prohibited Activities

Neither the contractor nor any of its sub-awardees will use Federal or State funds under this award to support inherently religious activities, including, but not limited to, religion instruction, worship, pray, or proselytizing (45 C.F.R. Part 87).

4.1.6 Programmatic Assurances

The contractor will ensure that programs supported by these funds are medically accurate. All abstinence education materials that are presented as factual will be grounded in scientific research. This applies to any materials presented by sub-contractors per requirements of the *Title V State Abstinence Education Grant Program*:

http://www.acf.hhs.gov/grants/open/foa/view/HHS-2011-ACF-ACYF-AEGP-0158

Section 510 of the Social Security Act authorizes and appropriates the award allotments that enable states to develop flexible, medically accurate and effective abstinence-based plans responsive to their specific needs and where appropriate, mentoring, counseling, and adult supervision to promote abstinence from sexual activity. Section 510 (b) (2) of the Social Security Act uses the term "abstinence education" to mean an educational or motivation program which:

- (A) has as its exclusive purpose, teaching the social, psychological, and health gains to be realized by abstaining from sexual activity;
- (B) teaches abstinence from sexual activity outside marriage as the expected standard for all school age children;
- (C) teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, and other associated health problems;

- (D) teaches that a mutually faithful monogamous relationship in context of marriage is the expected standard of human sexual activity;
- (E) teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects;
- (F) teaches that bearing children out-of-wedlock is likely to have harmful consequences for the child, the child's parents, and society;
- (G) teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances; and
- (H) teaches the importance of attaining self-sufficiency before engaging in sexual activity.

States must be in compliance with the following requirements:

- Applicants for sub-awards understand and agree formally to the requirement of programming to not contradict section 510 (b)(2) (A-H elements);
- 2. Materials will not contradict these elements;
- 3. Curricula and materials must be reviewed for medical accuracy by awardees <u>and subawardees</u>.

<u>Programmatic</u> assurances will be met through the use of specific contract language and program <u>oversight by DCF.</u> Assurance measures will be applied at various intervals of program implementation and reviewed by local, state and federal staff to guarantee compliance with federal statutory requirements.

By signing the contract the contractor will demonstrate understanding and agreement that programming cannot contradict section 510 (b) (2) (A-H elements) of the Social Security Act. The contractor will be responsible for working directly with Carrera to meet the legislative program requirements. Contract language will specify the use of program reviews and site visits to certify that the program meets federal requirements. Program reviews will take place annually, prior to the start of each school year, to ensure that curricula and materials are medically accurate and in accordance with federal program requirements. Furthermore, the contractor will be required to certify that abstinence education materials presented as factual are supported by scientific research. Any programmatic changes made by Carrera will be reviewed by the contractor to ensure ongoing compliance. In addition, the contractor will be required to conduct site visits, including classroom observations, to ensure that educational programming is presented in a manner that supports the legislative requirements and that any perspectives grounded in value or opinion are not presented as fact.

DCF will have an active role in programmatic assurance measures and will provide guidance, support and recommendations as needed to comply with federal requirements. DCF will be the liaison between program implementation at the state level, and requirements, updates and program changes at the federal level. DCF will participate in program reviews, site visits and classroom observation to ensure effective program implementation and programmatic assurances. DCF will submit annual federal program progress reports where programmatic assurance measures will be described in detail.

4.1.7 Reports and Documentation

Reports and documentation of both program and fiscal activity will be required for the purpose of documenting satisfactory progress in meeting contract responsibilities, in accordance with

the requirements contained within this RFP and in the final contract. Failure of the successful applicant to accept these obligations may result in cancellation of the award. The contractor shall complete and submit all reports for state or federal reporting as required in the contract.

As part of its contract obligations, the successful applicant shall appear before DCF managers or any other persons or groups, including committees or the Legislature, to clarify findings and to answer any questions at any time during or after the contract period, at the request of DCF.

4.1.8 State Policies

The contractor must comply with all policies, procedures and provisions as referenced or attached to this RFP or otherwise provided by DCF.

4.1.9 Meetings and Trainings

Contractor staff assigned to this project will be available to attend all meetings and training required by DCF to maintain up-to-date knowledge of federal and state laws, regulations, standards, and policy interpretations. The contractor Program Director must meet regularly with the DCF Contract Administrator/Milwaukee Lead to review, prioritize and plan deliverables under this contract.

The contractor will provide for at least one key staff person to attend the three-day national abstinence program grantee meeting in Washington, DC, and the two- or three- day regional meeting for abstinence program grantees in Federal Region 5. The budget should reflect the costs for travel, lodging, meals, and incidentals, and a registration fee of no more than \$200.

4.1.10 Collaboration with DCF

The contractor will collaborate with DCF, Carrera staff, and school staff in the performance of all services under this contract to help ensure successful implementation. Collaboration with Carrera and the school will include the development of a Memorandum of Understanding (MOU) to outline each agencies responsibilities and areas of collaboration.

4.1.11 Independent Contractor

The Contractor shall act as an independent contractor in performing all services under this contract and, except as otherwise specified, shall maintain complete control over its employees, contracted personnel and subcontractors, if any.

4.1.12 Stipulated Functions

Under the terms of the contract between the State and the proposer selected under this RFP, the individuals that are funded under the contract cannot be used to perform any functions of the contractor other than those stipulated by the DCF.

4.1.13 Key Personnel

The Carrera program insists on strict model fidelity and therefore has created detailed job descriptions for the key personnel necessary to implement the in-school model (Appendix III). Carrera has general guidelines regarding education level and experience for the positions that implement the program. Classroom experience for all staff is highly preferred.

- Program Director

 Masters degree preferred, experience in working with or in school systems, supervisory experience, extensive direct service experience working with young people
- Community Organizer A formal degree is not required, but this person should have extensive knowledge of the local community
- Social Workers Licensed master's level, previous group work experience
- Family Life and Sexuality Education (FLSE) Instructors Master's degree preferred, certified health education credentials are also valued in school context; should have background in providing direct services instruction to this age group
- Job Club/Business teacher Degree preferred, extensive work with youth, experience in entrepreneurial endeavors

These are the primary positions responsible for providing services to Carrera participants. Each position has a specific function that ensures each of the seven Carrera components is properly implemented. The Program Director will be responsible for overseeing the staff and daily programming. These positions will be employed by the contractor and DCF will hold the contractor accountable for program outcomes.

In addition, the contractor will be required to pay the Carrera Program a fidelity management fee that maintains Carrera's direct involvement in program implementation. Much of this funding (total of \$126,145 in the first year, depending on number of school sites and students) supports the salaries of Carrera employees who conduct this work. These employees are managed and held accountable by Carrera and are located primarily outside of Wisconsin, but will be required to travel to the state as needed during planning and implementation. They include a Fidelity Manager, Director for Expansion and Quality Assurance, and Curriculum Development, as well as positions that support each separate component.

The contractor chosen to implement Carrera will have the opportunity to develop subcontracts or memorandums of understanding (MOUs) with service providers that will provide dental care, medical care and mental health services. The Carrera program does not cover all the costs of these services, but rather works with participants to facilitate healthcare coverage and find providers. This could include creating a contract or MOU with a provider that will agree to prioritize scheduling for participants or arranging transportation for them. The Job Club component also means that the implementing contractor may want to create MOUs with specific employers in the Milwaukee area that would ensure internship and paid work opportunities for participants. These may not all amount to legally binding contracts, but nevertheless will require accountability for results by both the contractor and their partners.

4.1.14 Contracted Personnel Changes

The Contractor agrees to use its best effort to minimize personnel changes during this contract period. The Contractor shall not remove, replace or change the assigned duties of any of its Key Personnel without a 30-day written notice and justification to the State. The notice and justification must include identification of proposed substitute key personnel and must provide sufficient detail to permit evaluation of the impact of the change on the Carrera and Milwaukee BFI projects. The State maintains the right to approve or reject any proposed change. An unauthorized change by the Contractor of any Contracted Personnel designated as Key Personnel will result in the imposition of liquidated damages as defined in the negotiated contract between the State and the contractor.

4.2. Organization capabilities

In this section of the proposal, the proposer must provide a full discussion of the organizational experience and expertise, and successful outcomes of that experience and expertise that demonstrate the capacity of the proposer to successfully provide oversight of the **Milwaukee Brighter Futures**Initiative (BFI) grants beginning January 1, 2012, and the implementation and management of the Carrera Adolescent Pregnancy Prevention Program Integrated School Model in one or more Milwaukee schools beginning with the 2012-13 school year.

Proposers must also demonstrate the following organizational capabilities:

- Experience administering a contract with multiple related activities and a budget greater than \$2.0 million.
- Experience and current capacity to recruit, hire and supervise professional staff to implement the Carrera program with fidelity and monitor Milwaukee BFI grants; including payroll and benefits administration and information technology (IT).
- Ability to establish clear lines of authority for services to be delivered and a line of accountability directly to senior management.
- Accounting procedures that assure accurate monitoring and recording of hours worked and costs incurred.
- Experience working with youth prevention and educational service delivery systems in Milwaukee.
- Experience implementing quality assurance activities in a human services or education field.
- Experience working collaboratively to develop and prioritize work plans, and identify and resolve issues.
- 4.2.1 Describe your organization's experience administering a contract with multiple related activities and a budget greater than \$2.0 million. Be specific and identify agency's budget, projects, dates, and results.
- 4.2.2 Describe your experience with Milwaukee prevention, social services, education, youth development, and medical service delivery systems. Identify your agency's role as funder, administrator, service provider, partner agency, etc. Identify specific experience implementing a program or initiative and outcomes achieved.
- 4.2.3 Describe your experience implementing quality assurance protocols and monitoring activities in order to make recommendations for changes in a creative and professional manner to improve the effectiveness and efficiency of service delivery and coordination.
- 4.2.4 Describe your agency's IT System, experience, and current capacity for data collection and outcome reporting. Provide detail regarding how you would report key financial, operational and youth performance measurements to the Carrera National Training Center (NTC), DCF, and other State or Federal agencies, as requested by DCF.
- 4.2.5 Describe your current personnel, benefits and payroll system and capacity to successfully recruit, supervise and retain professional staff. Include how you would work with Carrera to ensure qualified staff are hired, trained, and retained.

- 4.2.6 Provide a description of the accounting procedures to be established and plan for implementing a comprehensive monitoring plan to record contract costs and assure fiscal responsibility in accordance with State and Federal accounting principles and program requirements.
- 4.2.7 Describe the approach you would use to effectively communicate and coordinate implementation and management activities among the state, Carrera staff, and key school personnel. How would you ensure that the process was collaborative and inclusive?
- 4.2.8 If your company has had a contract terminated for default in the last five (5) years, describe such incident(s). Termination for default is defined as notice to stop performance due to the contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the contractor, or (b) litigated, and such litigation determined that the contractor was in default.
- 4.2.9 If your company or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last five (5) years, they must indicate so and summarize in a separate attachment all relevant details of the bankruptcy.
- 4.2.10 If involved or previously involved in legal proceedings within the last five (5) years where the results of such proceedings could jeopardize the contractor's ability to honor its contractual commitments to the State, the contractor must indicate (caption, case number, and jurisdiction) and summarize in a separate attachment all judicial or administrative proceedings involving these legal proceedings. If the contractor is a subsidiary, this information must also be submitted for all parent companies. If contractor will use subcontractors, associated companies, or others in fulfilling its commitments to the State if awarded a contract resulting from this RFP, proposer responses must include pertinent subcontractor information. This information is being required in addition to the obligation to complete the Certification of Debarment form located at the front of this document.

4.3 Staff qualifications

Proposers are required to provide sufficient and qualified staff to successfully deliver the scope of services as described in this RFP, including staff required in the Carrera position descriptions in Appendix III. Staff must have a criminal records background check.

- 4.3.1 Describe how the agency will work with the Milwaukee DCF Lead Staff to monitor and support Milwaukee BFI service providers to ensure program quality and fiscal responsibility as described on pages 19 and 20 of this RFP.
- 4.3.2 If you plan to subcontract part of your project management duties, you must provide specific information about the subcontractor's qualifications, roles and functions, what training will be available to them, and the method for providing supervision. Be very clear in describing and distinguishing between your agency's staff and/or the staff of the subcontractor(s).
- 4.3.3 Describe your agency's recruitment plan to attract the most qualified applicants. Include plans for working with Carrera staff, including the screening and interviewing of potential candidates.

- 4.3.4 Describe specific and effective steps to promote a workplace that honors diversity and assures the recruitment and retention of staff who are culturally diverse and culturally competent.
- 4.3.5 If planning to use volunteers, students, or interns, describe how volunteers, students or interns are recruited, trained and managed.
- 4.3.6 Provide a description of the overall organization structure for conducting all work under this contract, indicating lines of authority for personnel involved and relationships to other agency programs or functions. Include who will have prime responsibility and final authority for services to be delivered under this contract.

4.4 Proposer references

Proposer must include in their proposal a list of organizations and/or clients (at least three, but no more than five) with whom the proposer has done business in the last 3 years similar to that required by this solicitation. Include points of contact (person's name, company name, address, email address, and telephone number) and a brief description of the project or assignment that was the basis for the business relationship. Completed Attachment B--References Sheet (attached below) will be considered your response to this section. (NOTE: Potential subcontractors or DCF staff cannot be references.)

Do not include or solicit "letters of support" for your proposal.

The procuring agency will determine which, if any, references to contact and/or to visit to assess the quality of work performed, the personnel assigned to the project, and/or to see the product in use. The proposer will not be present during any reference check site visits. The results of any reference checks will be provided to the evaluation committee and used to clarify and substantiate information in the written proposal. If contacted, all references must verify that a high level of satisfaction was provided. DCF may also utilize other pertinent sources of information regarding the services provided by the proposer.

5.0 PROPOSER SOLUTIONS FOR CONTRACT REQUIREMENTS

5.1. Proposer solutions

Submit response under Tab 3 of proposal--see section 2.4 above for proposal submittal format.

As stated previously in the RFP, Milwaukee youth – especially minority youth - are facing challenges of high unemployment, poverty and violence in their neighborhoods; as well as lower graduation rates and increased risk of adolescent pregnancies and sexually transmitted infections. In spite of all these challenges, Milwaukee youth are resilient, resourceful and full of promise. With the additional Title V grant awarded to the State of Wisconsin to implement the Carrera Integrated School Model, it is the Department's intention to select a Milwaukee Lead Agency that has the experience and capacity to coordinate prevention services in a school setting and expand opportunities for Milwaukee urban youth in partnership with philanthropic organizations and foundations, community and faith-based organizations, state agencies, and local (county and city) departments.

- 5.2.1 Describe your agency's mission and how it aligns with the mission of CAS-Carrera. What steps would your agency take to better align with Carrera's mission and the Brighter Futures Initiative positive youth and family development focus?
- 5.2.2 Describe your commitment and capacity to implement the Carrera program with strict fidelity. Provide examples of other evidence-based programming you have implemented and how you ensured model fidelity.
- 5.2.3 Describe your experience or capacity to establish and maintain partnerships, including formal agreements, with medical/ dental providers, business community, and other key community stakeholders to collaboratively deliver services to those underserved in the Milwaukee community.
- 5.2.4 Describe your experience or capacity to establish and maintain relationships and partnerships, with Milwaukee urban schools, administrators and staff.
- 5.2.5 Use **Attachment C Work Plan** to provide, in logical progression, all tasks, activities, and procedures that will be used to implement the objectives and activities outlined in this RFP for the Carrera In-School Model. Include strategies for working with the school, Cas-Carrera, DCF, and other agencies to meet the contractual requirements and outcomes of the initiative. The work plan should clearly describe the extent of involvement of all agencies or individuals who will be active in project implementation. The work plan must:
 - a) Identify the major tasks, actions steps within those tasks and identify responsible parties internally and key stakeholders externally who will participate or be consulted.
 - b) Provide a timeline for completing the tasks.
 - c) Describe the role of any subcontractor(s) and include information on the individual who will be responsible for supervising and monitoring the subcontractors.
 - d) Provide information about how information will be communicated and who will be responsible for the communication.
 - e) Include information about any risks and what steps will be taken to mitigate risks.

6.0 COST PROPOSAL/BUDGET

6.1. Budget Information

The selected proposer will be responsible for working directly with Carrera staff on all the details of implementation, including hiring and paying curriculum staff and non-personnel costs. In addition, the contractor will be responsible for creating community partnerships and possible subcontracts with entities that will provide the wraparound services. This includes medical, dental and mental health services, as well as local businesses interested in employing Carrera students to provide them with work experience.

The budget allows the contractor to spend up to \$200 per student per year to cover medical costs; this includes co-pays for office visits, vision screenings, prescriptions, etc. In addition, the budget provides flex funds of up to \$250 per student per year for incidental costs that would otherwise cause them to forgo activities that are central to the program. This includes bus passes, field trip costs, appropriate work attire, driver's licensure fees, college application fees, etc. The proposer's cost proposal will provide an amount for internal administrative costs. The annual medical and flex funds for each student will reduce barriers to program participation by ensuring that students can fully benefit from each Carrera component.

DCF will remain a strong partner providing ongoing oversight to direct the larger decisions that will enable successful implementation. DCF will require the contractor to subcontract with an independent firm (with final approval by DCF) to administer regular assessments of participant outcomes and provide data analysis and data reports apart from the evaluation and data collection requirements of the federal grant. Twenty thousand dollars has been budgeted for the independent evaluator in the first year and evaluation costs will rise each year as a new class of students is added; therefore, a \$5,000 annual increase has been budgeted.

The firm that will administer regular assessments of participant progress will collect useful data about program outcomes, and provide an opportunity for both students and parents to give feedback about the program's implementation.

The Carrera program places strong emphasis on parent involvement and child-parent communication. The contractor will be expected to budget funding for parental outreach prior to enrollment and regularly during a student's program participation. In addition to the sexuality education component provided to students, the contractor will be responsible for implementing a component targeting parents that will foster greater communication between parent and child.

6.2 Allowable Costs

DCF/ Allowable Cost Policy Manual is available online at http://dcf.wisconsin.gov/contractsgrants/pdf/allowable_cost_manual.pdf and must be used by all contractors who receive a contract. A general guideline for this proposal is that reasonable expenses will be recognized. Justify only those items for which an explanation is required or the need or cost may not be obvious. In completing the budget line items, fill in only the ones for which you are requesting funding. Funds may not be used to purchase capital equipment with prior written approval from the Department.

The proposer must clearly explain how coordinated service delivery will utilize other public or private funds to maximize resources. Data collection includes a plan to identify the level of contributions through in-kind contributions, cash donations, and volunteered service.

6.3 Format for submitting Cost Proposal. Use Cost Proposal Worksheet - Attachment D (attached separately).

Submit one original plus one copy.

Use the **Attachment D – Cost Proposal** worksheet posted as an attachment on VendorNet to submit the Cost Proposal. Follow the instructions included on Tab 1 of the worksheet for instructions specific to each of the sections below:

- 1. **Labor Costs** determine the annual cost for Carrera positions as well as any additional positions proposed to perform BFI subcontractor oversight and data collection required for the Title V State Abstinence Education Grant Program. Proposed hourly rate must include all salary, fringe and overhead costs associated with each position).
- 2. **Supplies, Equipment and Operating Expenses** determine the costs to perform services required in the RFP and detailed in Section 1.3.2 Project Scope (i.e. IT equipment, office supplies). Some of these costs may be attributed to a proposed staff position or included here.
- 3. **Pre-Determined Costs** DCF's response to the Abstinence Grant allowed for certain travel, medical/flex fund, fidelity management and Carrera-specific data collection and evaluation costs that will be incurred by the contractor. These costs have been provided and will automatically be added to the proposed Total Cost.
- 4. Add the Total for Labor, Supplies, Equipment and Operating Expenses and Pre-Determined Costs to determine the Subtotal for those categories. Insert the Subtotal in the orange box.
- 5. Administrative Fee indicate your agency's administrative fee for performing the services as required in this RFP as a percentage and list those items included in the Administrative Fee. The percentage will automatically be multiplied by the Subtotal of the above listed costs to determine a Total Administrative Cost. This cost will be added to the Subtotal of the above listed costs to determine the Total Annual Cost.

STATE OF WISCONSIN DOA-3477 (R05/98) ATTACHMENT A

PROPOSER INFORMATION

(Submit this completed form under Tab 1 of proposal; see section 2.4)

1. PROPOSING COMPANY/ORGANIZATION NAME

Phone	()	Toll Free Phone	()
FAX	()	E-Mail Address	
Address				
City	_		State	Zip + 4
Name t	the p	erson to contact for	questions concerning this propo Title	sal.
Phone)	Toll Free Phone	()
FAX		1	E-Mail Address	
Address		,	L-IVIGII AUGI ESS	
City			State	Zip + 4
departi	ment	t. Please name the P	ersonnel/Human Resource and I pany to contact about this plan.	· · · · · · · · · · · · · · · · · · ·
Any vei departi for affii Name	ment	t. Please name the Prive action in the com	ersonnel/Human Resource and I pany to contact about this plan. Title	Development or other person responsible
Any ver departr for affir	ment	t. Please name the P	ersonnel/Human Resource and I pany to contact about this plan.	Development or other person responsible
Any vei departi for affii Name	ment	t. Please name the Prive action in the com	ersonnel/Human Resource and I pany to contact about this plan. Title	Development or other person responsible
Any ver departr for affir Name Phone	ment	t. Please name the Prive action in the com	ersonnel/Human Resource and I pany to contact about this plan. Title Toll Free Phone	Development or other person responsible
Any ver departr for affir Name Phone	ment	t. Please name the Prive action in the com	ersonnel/Human Resource and I pany to contact about this plan. Title Toll Free Phone	Development or other person responsible
Any ver departr for affir Name Phone FAX Address City	ment	t. Please name the Prive action in the com))	ersonnel/Human Resource and I pany to contact about this plan. Title Toll Free Phone E-Mail Address State	Development or other person responsible () Zip + 4
Any ver departr for affir Name Phone FAX Address City	ment rmat ((t. Please name the Prive action in the com)) lress to which state p	ersonnel/Human Resource and I pany to contact about this plan. Title Toll Free Phone E-Mail Address State	Development or other person responsible
Any ver departr for affir Name Phone FAX Address City	ment rmat ((t. Please name the Prive action in the com))	ersonnel/Human Resource and I pany to contact about this plan. Title Toll Free Phone E-Mail Address State	Development or other person responsible () Zip + 4
Any ver departr for affir Name Phone FAX Address City — Mailing concern	ment rmat ((t. Please name the Prive action in the com)) lress to which state p	ersonnel/Human Resource and I pany to contact about this plan. Title Toll Free Phone E-Mail Address State purchase orders are mailed and p	Development or other person responsible () Zip + 4
Any ver departr for affir Name Phone FAX Address City — Mailing concern Name	ment rmat ((t. Please name the Prive action in the com)) lress to which state p orders and billings.	ersonnel/Human Resource and I pany to contact about this plan. Title Toll Free Phone E-Mail Address State urchase orders are mailed and p	() Zip + 4 Derson the department may contact
Any ver departr for affir Name Phone FAX Address City — Mailing concerr Name	ment rmat ((t. Please name the Prive action in the com) Iress to which state p orders and billings.	ersonnel/Human Resource and I pany to contact about this plan. Title Toll Free Phone E-Mail Address State Title Title Toll Free Phone	() Zip + 4 Derson the department may contact

ATTACHMENT B

REFERENCES

(Duplicate this form as needed for additional references. Submit this completed form under Tab 2 of proposal; see sections 2.4 & 4.4 for instructions)

PROPOSER:	
product(s) provided to customers similar to those	telephone number, and appropriate information on the requested in this solicitation document. Potential tractor arrangement for the completion of this work shall be
Company Name:	
Address (include Zip + 4)	
Contact Person:	Phone No.
E-Mail Address:	
Product(s) Used and/or Service(s) Provided:	
Company Name:	
Address (include Zip + 4)	
Contact Person:	
E-Mail Address:	
Product(s) Used and/or Service(s) Provided:	
Company Name:	
Address (include Zip + 4)	
Contact Person:	Phone No.
E-Mail Address:	
Product(s) Used and/or Service(s) Provided:	
Company Name:	
Address (include Zip + 4)	
Contact Person:	
E-Mail Address:	
Product(s) Used and/or Service(s) Provided:	

ATTACHMENT C WORK PLAN

Insert additional rows as needed

MAJOR TASKS	TIMEFRAME	RESPONSIBLE PARTY	SUBCONTRACTORS	COMMUNICATION	RISKS
Action Steps	Include start date and completion date unless task is ongoing	InternalExternal	 Monitoring 		

ATTACHMENT D – COST PROPOSAL WORKSHEET

ATTACHED SEPARATELY

ATTACHMENT E

DRAFT PROPOSED CONTRACT (to be completed and executed after award of RFP. Do NOT sign or include in proposal)

CONTRACT

by and between

Wisconsin Department of Children and Families

and

Vendor Name

COMMODITY OR SERVICE: Milwaukee Lead Agency for BFI/Carre	era	CONTRACT NO:		
REQUEST FOR PROPOSAL NO: CFB0089	CONTRACT PERIOD 1/1/12 – 12/31/14			
DCF Program Administration Name, Phone Number, E-mail Address or	r DSP Contract Admini	strator designee		
This contract is entered into by and betw referred to as DCF) and the contractor _ exhibits, addendums, and requirements. Funding Information:				
Agency:		Agency Code #:	Contract #	
		Funding Period:	<u> </u>	
Signatures Please sign both originals and return one (State) to the Contract Administrator. Authorized Representative Signature Date Print Name and Title of Authorized Representative				
Administrator - DSP Department of Children and Families		Date		
Deputy Secretary Department of Children and Fam	ilies	Date		

I. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the "Contract", shall be between the Wisconsin Department of Children and Families, Division of Safety and Permanence, Bureau of Safety and Well-Being hereinafter referred to as "DCF", and the successful proposer, ________, hereinafter referred to as the "Contractor" and/or "Provider", for the procurement of Milwaukee Lead Agency for BFI/Carrera according to the terms set forth in this Contract. The Contractor shall not have exclusive rights to provide all supplies or services covered under this contract during the term of the contract or any extension of the contract.

DCF Contract Administrator will be: Name, Title, Phone Number.

II. TERM OF CONTRACT

Contract term is 1/1/12 through 12/31/14 with three (3) one-year renewal options by mutual agreement of DCF and the Contractor.

III. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

DCF's Request for Proposal, the proposal response, written communications and this Agreement constitute the entire agreement between the parties. The hierarchy of documents in order for resolution is as follows:

- Official Wisconsin Department of Children and Families Purchase Order and/or Contract (Standard Terms and Conditions attached to any of these procurement documents govern unless modified within the document)
- 2. Written communications regarding contract terms agreed upon in writing
- 3. Vendor's Proposal as submitted
- 4. Addendum(s) to the Request for Proposal
- Request for Proposal #CFB0089

Any conflict in terms shall be governed by the highest listed document. Vendors may not submit their own contract document as a substitute for these terms and conditions.

IV. CONTRACT REQUIREMENTS, WORK PLAN, DELIVERABLES, TIMETABLE, AND BUDGET

(To Be Determined by Contractor Response to RFP, mandatory requirements, submitted timetable and budget)

V. PAYMENT FOR SERVICES

- A. Payments will be made monthly based on expense reports submitted by the Contractor through the CORE System. Claims for reimbursement of allowable costs shall be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Contractor shall report, by DCF assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this Grant which are incorporated by reference. See Allowable Cost Policy Manual. (Available online at http://dcf.wisconsin.gov/contractsgrants/contract_administration.htm)
- B. The Contractor shall submit a request for reimbursement to the Grants and Contracts Section,
 Department of Children and Families, Division of Enterprise Services, PO Box 8916, Madison, Wisconsin
 53707-8916, with one copy to the Contract Administrator. Payments and reported expenses will be
 reconciled by the Department in accordance with state procedures.

- C. If the DCF determines, after notice to Contractor and opportunity to respond, that payments were made that exceeded allowable costs, the Contractor shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The DCF may, at its sole discretion, effectuate such refund by withholding money from future payments due the Contractor at any time during or after the Grant period. The DCF also may recover such funds by any other legal means.
- D. All payments shall be released by the Department on the last working day of each month, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. For municipalities, payment shall be mailed by the last working day or the 5th of the month. Checks will be mailed to the Contractor's principal business address unless the Contractor requests, in writing, subject to approval, that the Department mail the checks to a different address. (The Department is planning to modify some aspects of its current payment mechanism so that in the future it can accommodate making payments via electronic funds transfer.)

VI. PROGRAM REPORTING

- A. Contractor shall comply with the program reporting requirements of DCF. The required reports shall be forwarded to the DCF's Contract Administrator according to the schedule established by the DCF.
- B. Failure to submit the program reports specified in the reporting instructions may result in the DCF rendering sanctions pursuant to Section XVIII of this contract.

VII. STATE AND FEDERAL RULES AND REGULATIONS

A. General Requirements

The Contractor agrees to meet state and federal service standards as expressed by state and federal laws or rules and regulations applicable to the services covered by this Agreement.

B. Civil Rights Compliance (CRC) Requirements

The Contractor agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instructions and Templates necessary to complete both your CRC Letter of Assurance (LOA) and CRC Plan to meet civil rights compliance requirements is located at: http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm

The process by which the Contractor will ensure compliance with the CRC Requirements has changed from previous years. Additional resources and training information is available at: http://dcf.wisconsin.gov/civil_rights/default.htm

Below is a brief summary of the requirements.

1. Civil Rights Compliance Plan

A Civil Rights Compliance (CRC) Plan is required to be completed by any Contractor that has twenty-five (25) or more employees and receives a total of \$25,000 or more in total government

funding from Department of Children and Families (DCF), the Department of Health Services (DHS) and/or the Department of Workforce Development (DWD).

The CRC Plan must be developed and completed in accordance with the instructions provided in the CRC Requirements document at the link above. The CRC Plan is to be completed and must be kept on file with the Contractor. It is not to be submitted to the Department of Children and Families. This is a change from previous CRC Plan requirements.

All CRC Requirements must be met, including the training of all agency staff and the posting of all required notices, prior to the submittal of the Letter of Assurance (LOA) required below in Section 2.

2. Letter of Assurance (LOA)

The Contractor is required to submit a Letter of Assurance (LOA) to ensure that the contractor has implemented state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement, and as a condition for receiving federal and/or state financial assistance from DCF.

The Contractor, regardless of size, must complete and submit a Civil Rights Compliance LOA to the Department's Civil Rights Compliance Unit.

The LOA must be completed and submitted to the Department by_____. Send your completed LOA to:

Equal Opportunity Officer
Civil Rights Compliance Unit
Department of Children and Families
201 E. Washington Avenue, Room G200
PO Box 8916
Madison, WI 53708-8916

C. Non-Discrimination/Affirmative Action Requirements

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in <u>s. 51.01 (5)</u>, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

1. Written Plan

Contracts that are twenty-five thousand dollars (\$25,000) or more require the submission of a written Affirmative Action (AA) Plan by the Contractor. An exemption from this requirement occurs if the Contractor has a workforce of less than twenty-five (25) employees. Within thirty (30) calendar days of signing this Contract, the Contractor must submit the Plan to the

Department for approval. Instructions for preparing the Affirmative Action Plan are available on the WI Department of Administration website at:

http://vendornet.state.wi.us/vendornet/contract/contcom.asp

Your written plan or any questions should be submitted to the following:

Department of Children and Families Bureau of Finance Director 201 E. Washington Avenue, Room A200 PO Box 8916 Madison, WI 53708-8916

2. Posting of Notice

The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department that sets forth the provisions of the State of Wisconsin's non-discrimination law.

3. Failure to Comply

Failure to comply with the conditions of this Non-Discrimination/Affirmative Action section may result in the Contractor becoming declared "ineligible", termination of the Contract or withholding of payment.

VIII. SUBCONTRACTS

- A. The Contractor may subcontract part of this Agreement only with the prior written approval of the DCF. In addition, DCF approval may be required regarding the award process, the terms and conditions of the subcontracts and the subcontractors selected. Approval of the subcontractors will be withheld if the DCF reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.
- B. The Contractor retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this Contract.

IX. GENERAL PROVISIONS

- A. Any payments of monies to the Contractor by the DCF for services provided under this Contract shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Contractor shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The Contractor shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract without the written consent of the employer of such person or persons and of the DCF.
- D. This Contract is voidable if the Contractor is a state public official, a member of a state public official's

immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Stats. This disclosure is required to be made to the State of Wisconsin Ethics Board, 44 Mifflin Avenue, Suite 601, Madison, Wisconsin 53703-2800, [Telephone (608) 266-8123].

- E. If Contractor or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
- F. The Contractor agrees that funds provided under this Contract shall be used to supplement/expand the Contractor's efforts, not to replace or allow for the release of available local (Contractor) funds for alternative uses.

X. ACCOUNTING REQUIREMENTS

- A. For agreements of twenty-five thousand dollars (\$25,000) or more, the Contractor shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See *Allowable Cost Policy Manual*. (Available online at http://dcf.wisconsin.gov/contractsgrants/contract_administration.htm)
- B. For agreements of less than twenty-five thousand dollars (\$25,000), the Contractor shall at least maintain a simplified double entry bookkeeping system as defined in the *Allowable Cost Policy Manual*.
- C. The Contractor's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports (required by the DCF as defined in Section VI), and support expenditure reports submitted to the DCF.
- D. The Contractor shall reconcile costs reported to the DCF for reimbursement or as match to expenses recorded in the Contractor's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractor agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the DCF upon request. The Contractor shall retain the reconciliation documentation in accordance with the records retention requirement specified in Section XV.

XI. CHANGES IN ACCOUNTING PERIOD

- A. The Contractor's accounting records are maintained on a <u>fiscal</u> year basis, beginning July 1 of each year. During the contract period, the accounting period may only be changed with prior written approval from the DCF. The DCF may approve a change in accounting period only if the Contractor has a substantial, verifiable business reason for changing the accounting period and agrees to submit a close-out audit, as defined in Section (XIII, I), within 90 days after the first day of the new accounting period.
- B. Proof of Internal Revenue Service approval shall be considered verification that the Contractor has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Contractor of reporting or audit requirements of this Contract. An audit meeting the requirements of this Contract shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XII. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Contractor for fire and extended coverage of any equipment funded under this Contract which the DCF retains ownership of, and which is in the care, custody and control of the Contractor.
- B. The DCF shall have all ownership rights in any hardware funded under this Agreement or supplied by the DCF and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract. The Contractor is responsible for keeping all of DCF's property secure from theft, damage or other loss.
- C. The Contractor agrees that if any materials are developed under this Contract, the DCF shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Contract, shall be promptly and fully reported to the DCF.

XIII. AUDIT REQUIREMENTS

- A. Requirement to Have an Audit: Unless waived by the DCF, the Contractor shall submit an annual audit to the DCF if the total amount of annual funding provided by the DCF (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the DCF, the Contractor shall consider both: (a) funds provided through direct contracts with the DCF; and (b) funds from the DCF passed through another agency which has one or more contracts with the Contractor.
- B. Audit requirements: The audit shall be performed in accordance with generally accepted auditing standards, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the Contractor is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Contractor and the nature and amount of financial assistance received from all sources:
 - Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations"; which applies only to Contractors that expend \$300,000 from all federal funding sources (this grant and other grants, direct or indirect, from this DCF or another), during a Contractor's fiscal year.
 - The State Single Audit Guidelines (SSAG), which are applicable to local governments having A-133 audits; and/or
 - The *Provider Agency Audit Guide (PAAG*). All Contractors which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.
- C. Source of funding: Funding information needed for audit purposes includes the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting this contract. This information can be supplied on the CORE Payment Information Form included with this contract.
- D. Reporting package: The Contractor shall submit to the DCF a reporting package which includes the following:

- 1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractor.
- 2. Summary schedule of prior year findings and the status of addressing these findings.
- 3. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
- 4. Management responses/corrective action plan for each audit issue identified in the audit.
- E. Submitting the Reporting Package: The Contractor shall submit the required reporting package to the DCF either: (1) within 9 months of the end of the Contractor's fiscal year if the Contractor is a local government; or (2) within 180 days of the end of the Contractor's fiscal year for non-governmental Contractor agencies. One copy of the audit report must be sent to the DCF at the following address:

Cost Allocation and Program Integrity Section Bureau of Finance Division of Enterprise Solutions Department of Children and Families P.O. Box 8916 Madison, WI 53706-8916 Telephone: (608) 266-2924

- F. Access to auditor's work papers: When contracting with an audit firm, the Contractor shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- G. Access to Contractor records: The Contractor shall permit appropriate representatives of the Department and/or the DCF to have access to the Contractor's records and financial statements as necessary to review Contractor's compliance with the federal and state requirements for the use of the funding.
- H. Failure to comply with the requirements of this section: In the event that the Contractor fails to have an appropriate audit performed or fails to provide a complete audit report to the DCF within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVIII of this contract, the DCF may:
 - Conduct an audit or arrange for an independent audit of the Contractor and charge the cost of completing the audit to the Contractor;
 - 2. Charge the Contractor for all loss of Federal or State aid or for penalties assessed to the DCF because the Contractor did not submit a complete audit report within the required time frame; and/or
 - 3. Disallow the cost of audits that do not meet these standards.
- I. Close-out Audits:

- A contract specific audit of an accounting period of less than twelve (12) months is required when a
 Contract is terminated for cause, when the Contractor ceases operations or when the Contractor
 changes its accounting period (fiscal year). The purpose of the audit is to close-out the short
 accounting period. The required close-out contract specific audit may be waived by the DCF upon
 written request from the Contractor, except when the Contract is terminated for cause. The
 required close-out audit may not be waived when a Contract is terminated for cause.
- 2. The Contractor shall ensure that its auditor contacts the DCF prior to beginning the audit. The DCF, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractor and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the DCF, is the responsibility of the Contractor.
- 3. The DCF may require a close-out audit that meets the audit requirements specified in Section XIII, B above. In addition, the DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- 4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

XIV. OTHER ASSURANCES

- A. The Contractor shall notify the DCF in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractor, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- B. The Contractor shall notify the DCF, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract for which the DCF has reimbursed or will reimburse the Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractor to resolve the dispute.
- C. The DCF may require written assurance at the time of entering into this contract that the Contractor has in force and will maintain for the course of this contract employee dishonesty bonding in a reasonable amount to be determined by the DCF.
- D. The Contractor certifies that neither the Contractor organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XV. RECORDS

- A. The Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.
- B. Contractor will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DCF and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this Contract.
- C. Contractor agrees to retain and make available to DCF all program and fiscal records in accordance with the retention period specified in section A above. Upon DCF's request, at the expiration of the contract, the Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.
- D. Contractor and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DCF's records that Contractor accesses to provide the services under this Agreement.

XVI. PRIVACY AND CONFIDENTIAL INFORMATION

The Contractor shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. The Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

If requested by the State, Contractor shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this contract.

Definitions used herein:

"Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iv) information designated as confidential in writing by the State.

"Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

<u>'Personally Identifiable Information</u>" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

XVII. AGREEMENT REVISIONS AND/OR TERMINATION

- A. Contractor agrees to renegotiate this contract or any part thereof in such circumstances as:
 - Increased or decreased volume of services;
 - Changes required by State and Federal law or regulations, or court action; or
 - Reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a renegotiated contract under these circumstances is cause for DCF to terminate this contract.

- B. This contract can be terminated for any reason by a 30-day written notice by either party.
- C. Revision of this agreement may be made by mutual agreement. The revision will be effective only when the DCF and the Contractor attach an addendum or amendment to this agreement which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or contract amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by the DCF.
- D. The Contractor shall notify the DCF whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the DCF shall determine whether such inability will require revision or termination of this contract.
- E. If the DCF finds it necessary to terminate this Agreement prior to the stated expiration date for reason other than non-performance by the Contractor, actual costs incurred by the Contractor may be

- reimbursed for an amount determined by mutual agreement of both parties. Fiscal liabilities that DCF may have to its funding sources because of Contractor's service performance or fiscal practices shall be a controlling factor in arriving at a reimbursement agreement.
- E. The DCF reserves the right, upon careful examination, to reduce the total amount of the contract award due to significant under-spending by the Contractor. All such contract award reductions will become effective upon thirty (30) days written notice to the Contractor and shall not relieve the Contractor of any programmatic requirements.

XVIII. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES

- A. Failure to comply with any part of this contract may be considered cause for revision, suspension or termination of this contract. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractor under this contract, temporarily having others perform, and receive reimbursement for, the services to be provided under this contract and any other measure that suspends the Contractor's participation in the contract if the DCF determines it is necessary to protect the interests of the State.
- B. The Contractor shall provide written notice to the DCF of all instances of non-compliance with the terms of this contract by itself or its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Contractor knows, or should have known, about the non-compliance. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. Contractor shall provide DCF with a plan to correct the non-compliance. At its sole discretion, the DCF may take whatever action it deems necessary to protect the interests of the State, including withholding part or all of Contractor's funding, if it reasonably believes that the non-compliance is continuing or will reoccur.
- C. If DCF determines that non-compliance with the requirements in this contract has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the State. Such sanctions and measures may include termination of the contract, suspension of the contract as defined in A. above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- D. If audits are not submitted when due, DCF may take action as provided in the AUDITING REQUIREMENTS section of this contract
- E. If required statistical data, reports and other required information, other than audits, are not submitted when due, DCF may withhold all payments that otherwise would be paid the Contractor under this contract until such time as the reports and information are submitted.

XIX. DISPUTE RESOLUTION

If any dispute arises between DCF and Contractor under this contract, including DCF's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

A. DCF's and Contractor's Contract Administrators will attempt to resolve the dispute.

- B. If the dispute cannot be resolved by the Contract Administrators, Contractor may ask for review by the Administrator of the Division in which the DCF's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.
- C. If the dispute is still not resolved, Contractor may request a final review by the Secretary of the Department.

XX. FINAL REPORT DATE

- A. The due date of the final fiscal report shall be ninety (90) days after the contract ending date.
- B. Expenses incurred during the contract period but reported later than ninety (90) days after the contract ending date will not be recognized, allowed or reimbursed under the terms of this contract.

XXI. INDEMNITY

The Contractor shall hold harmless and indemnify the State, its agencies, officers and employees against any and all claims, suites, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officer, employees or subcontractors.

XXII. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of DCF shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
- B. DCF and Contractor understand and agree that no clause, term or condition of this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXIII. TIMELY CONTRACT SIGNING

This contract becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractor's and DCF's Authorized Representative on this contract (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

STANDARD TERMS & CONDITIONS, DOA-3054 (R10/2005)

- 1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- **3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- **4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- **6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 6.4 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- **8.0** ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting procurement office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the procurement office.

- 9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- **10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- **13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- **14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- **15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- **16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- **17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- **18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
 - 19.4 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
 - **19.5** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
 - **19.6** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- **20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- **21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- **22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:
 - 23.4 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.5 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including

products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- 23.6 The state reserves the right to require higher or lower limits where warranted.
- **24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- **25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- **26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

- **27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
 - 27.3 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
 - Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- **28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- **29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- **30.0** MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- **31.0 PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- **32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- **33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

- **34.0 WORK CENTER PROGRAM**: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- **35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES, DOA-3681 (R01/2001)

- **1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- **2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 2.5 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
 - 2.6 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
 - 2.7 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - 2.8 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

- 3.3 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.4 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- **4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- **5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- **CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

Appendix I

CARRERA PROGRAM OVERVIEW

In 1984, Dr. Michael A. Carrera and The Children's Aid Society (CAS) developed an Adolescent Pregnancy Prevention Program that uses a long term, holistic approach to empower youth, to help them develop personal goals and the desire for a productive future, in addition to developing their sexual literacy and educating them about the consequences of sexual activity. CAS-Carrera works with boys and girls 11-12 years old and follows them through high school and beyond. Guided by a philosophy that sees youth as "at promise" instead of "at risk," CAS-Carrera works to develop a participant's capacity and desire to avoid pregnancy. The program model is implemented in two ways: 1. as a traditional after-school, youth development approach each day and on Saturdays, fifty weeks a year including a summer program; and 2. integrated within a public or charter school day working with succeeding grades each year until the entire school is receiving the model. The approach is also six days a week (includes Saturday school), fifty weeks a year.

The model includes seven fundamental components:

- 1. Education: Daily and Saturday homework help, remediation, and enrichment with trained teachers and tutors driven by Individual Academic Plans (IAP) for each participant;
- 2. Employment: Weekly exposure to the "world of work," including earning stipends, opening bank accounts, exploring career choices, and participating in entrepreneurial projects;
- 3. Family Life and Sexuality Education (FLSE): Weekly comprehensive, scientifically accurate sexuality education sessions taught in an age-appropriate fashion by a trained professional;
- 4. Self-Expression: Weekly music, dance, writing and drama workshops led by theater and art professionals, where children can discover talents and build self-esteem;
- 5. Lifetime Individual Sports: A fitness program emphasizing sports that build self-discipline and can be played throughout life, including golf, squash, swimming, and others;
- 6. Full Medical and Dental Care: Comprehensive, no cost medical and dental services provided in partnership with local providers;
- 7. Mental Health Services: Weekly discussion groups led by certified social workers; individual counseling, case management, and crisis intervention as needed.

CAS-Carrera is the only 3-year fully evaluated teenage pregnancy prevention program with statistically proven effectiveness in the country, yielding a 50% reduction in birth rates in communities served and a multitude of other positive youth development outcomes, including: increased likelihood of high-school graduation and college admission; increased employment experience; more bank accounts; and increased use of private physicians instead of emergency rooms.

Appendix II

Carrera Program Component Curricula, Protocols and Guidelines

The Carrera program provides the curricula and/or protocols that guide the overall content delivery within each component:

- The Job Club component implements curricula developed by Junior Achievement (JA), a global organization dedicated to educating students about work readiness, entrepreneurship, and financial literacy;
- The Power Group curriculum has been developed by the Carrera program and is designed to address a broad spectrum of developmental topics and issues impacting young people at each age and stage of their growth;
- The Family Life and Sexuality Education (FLSE) curriculum has also been developed by the Carrera program and centers on relevant themes for elementary and middle school students including abstinence, body image, gender, social roles, and puberty and encourages communication with parents or trusted adults; an outline of the curriculum is attached;
- The core content of the Education component is driven by academic objectives at each grade level and generated by report card reviews, standardized test score reviews, student self reports, and input from parent and teachers. The Carrera program provides guidelines for the development of Individual Academic Plans (IAP), and core daily offerings which include homework help/tutoring, remediation, and enrichment;
- The Medical and Dental component is guided by a set of protocols that have been developed to ensure that all young people participating in Carrera programs receive high quality, comprehensive medical care;
- The milestone for Self Expression is to ensure that all young people will be exposed to at least
 quality self expression activities per program year; this may include activities such as art, poetry, and theater;
- The milestone for Lifetime Individual Sports is to ensure that all young people are exposed to at least 2 quality individual sports activities per program year; this may include swimming, tennis, bowling, archery, and golf.



Job Descriptions for Carrera Program Staff

PROGRAM COORDINATOR/ PROGRAM DIRECTOR

- Ensure the fidelity of the program model, both component activities and program philosophy
- Provide direct on-site and weekly supervision of all component staff members
- Oversee the development and implementation of all program components and services
- Develop and implement program schedule of activities every cycle; this includes rotations, staffing, space schedules, and special events
- Maintain weekly contact with all program participants
- Serve as a liaison with schools, government agencies, colleges, universities, foundations, and organizations involved with the program as necessary
- Work with local community agencies and institutions as needed
- Ongoing reporting to the sponsoring agency and/or CAS-Carrera on program matters, including programming, staffing, and other relevant matters
- Work closely with program evaluators and complete monthly report of program activities, successes, challenges and upcoming activities to central staff and implementation managers
- Maintain regular TA contact/training sessions with CAS-Carrera Fidelity Manager and/or other designated CAS-Carrera staff regarding the planning, implementation, and ongoing delivery of Carrera programming
- Attend ongoing meetings and trainings offered by CAS-Carrera

COMMUNITY ORGANIZER

- Build relationships with families of Carrera students through frequent communications and periodic workshops about students' progress and ways that families can support their children's learning
- During program hours, make sure that all participants are in the correct component
- Maintain daily contact with all program participants
- Order, distribute and keep track of daily snacks
- Keep daily attendance logs and engage and assist young people who are unable to participate in a group setting during program time
- Contact parents when teens are absent from school/program each day
- Escort and chaperon teens to medical, dental, school and other appointments
- Oversee daily programming when Program Coordinator is absent
- Schedule home visits on an as needed basis
- Coordinate parent meetings and trainings
- Maintain all pertinent participant information on the Carrera Management Information System (CMIS)
- Assist Program Coordinator in representing program to the community, school, and relevant organizations/businesses
- Meet with Program Coordinator for weekly supervision
- Attend ongoing meetings and trainings offered by CAS-Carrera

EDUCATION COORDINATOR

*Education staffing pattern and overall component configuration typically developed in conjunction with school leadership and tailored to identified academic needs

- Use student data on an on-going basis to assess, to plan/ modify instruction, and to monitor student learning. Reflect regularly with colleagues, school leadership, and students' families on student goals, performance, and progress
- Administer, collect and analyze qualitative and quantitative data gathered from a variety of assessments on each student
- Collaborate, plan with all colleagues, and attend professional development activities to ensure a
 common school wide philosophy on teaching and learning, consistency of grade level expectations,
 and the scaffolding of strategies and skills within a grade and across the grades
- Plan purposefully to provide students with opportunities for inquiry and constructing meaning as they build on what they know and create new learning and understandings around content, concepts, and skills
- Utilize, develop, and adapt developmentally appropriate and engaging curricula and instructional
 materials in order to ensure access for students with disabilities. Infuse special education techniques
 and skills into the curriculum to adapt and differentiate instruction for students with disabilities
- Develop Individual Academic Plans (IAP) for each participant in the program using staff observations, interaction with teachers, school records, alternative assessment and appropriate standardized test scores
- Collaborate with teachers, guidance counselors or principals as appropriate
- Offer education component and/or education enhancements as guided by school leadership, that centers on: homework help/tutoring; enrichment; remediation; test taking, and PSAT/SAT practice as necessary
- Provide a maintenance program in the summer meeting obvious educational needs or providing enrichment activities
- Develop linkages with other program components to enhance and reinforce the education mission
- Enhance computer literacy and utilize computer resources on site to enrich the education mission
- Plan educational trips as appropriate throughout the year to provide enhanced educational learning,
 i.e. college visits
- Help young people prepare for college, careers, vocations and service industry professions as necessary and coordinate with employment and counseling staff to ensure uniformity of purpose
- Attend ongoing meetings and trainings offered by CAS-Carrera

TUTOR/ GROUP LEADER

- Provide individual and small group tutoring to students in need. Involve each student with their homework or remedial work that is needed. Activities will be provided by the Education Coordinator
- Assist the Education Coordinator in collecting data that will be helpful in developing the academic profile and plan for each participant
- Keep the materials and books secured at the end of each session. Make sure that everything is back in the designated locked area
- Provide feedback to Education Coordinator that will help enhance academic performance
- Provide creative educational ideas that will help participants attendance and participation
- Research and develop College Readiness materials and curricula for students
- Develop academic resources for the classrooms
- Provide assistance with Saturday and summer programming as relevant
- Engage participants through dialogue and activity in a creative and nurturing manner
- Assist component leader with escorting and providing supervision for participants as needed (bathrooms, trips, outside)
- Assist component leaders with daily functions and operations of their component (usually identified by component leaders on how best they should be utilized)
- Assist component leader in creating and maintaining an appropriate learning environment
- Administrative tasks as identified by the Program Coordinator
- Attend ongoing meetings and trainings offered by CAS-Carrera

TEACHER

- Work with education staff to ensure that each young person has a current individual academic plan. This plan helps guide each teen when they are in the educational component/activity
- Make sure that appropriate educational resources are available for the program participants
- Assist Education Coordinator with inventory of all books and materials. Keep materials in a safe and locked areas
- Provide information to staff (tutors) about (new) Board of Education standards, graduation requirements, standardized tests, and other information needed for successful completion of high school and college admission
- Assist Education Coordinator with a complete record of each students school status
- Attend ongoing meetings and trainings offered by CAS-Carrera

JOB CLUB COORDINATOR/ BUSINESS TEACHER

- Teach Junior Achievement curriculum
- Conduct weekly structured learning experiences about the world of work and careers; teach basic work-related skills and principles behind banking and savings
- Organize business activities that will expose teens to elements of entrepreneurship, small business ownership and earning potential; keep precise records of entrepreneurial expenses, profits, deposits and withdrawals
- Keep accurate records of attendance as back up for provision of stipends connected with participation in Job Club
- Ensure that all teens in the program have an open and active bank account and schedule regular bank trips
- Work on job development for internships, job shadowing, entrepreneurial activities and community service as age appropriate as a part of "stipended" activities
- Arrange for job fairs, industry visits and other activities which will expose young people to concrete employment opportunities
- Collaborate with other component staff on opportunities that reinforce learning associated with the employment component
- Complete monthly reports of Job Club and entrepreneurial activities
- Meet with Program Coordinator for weekly supervision and attend program staff meetings
- Attend ongoing meetings and trainings offered by CAS-Carrera

FAMILY LIFE AND SEX EDUCATION (FLSE) SPECIALIST

- Teach weekly holistic sexuality educational groups based on the Carrera FLSE curriculum, emphasizing sexual literacy, puberty, decision-making, body image, abstinence, and roles and relationship
- Provide confidential individual counseling on an on-going basis
- Refer and case conference with mental and/or medical health care specialists and providers to ensure comprehensive and continual care
- Conduct FLSE educational workshops for participants' parents
- Maintain confidential and secured recording of health counseling, case notes and profiles
- Design, plan, and facilitate a diverse menu of challenging, high-caliber and fun activities and opportunities for groups of young people within the school day, and Saturdays, summers, and afterschool as required
- Collaborate with other specialists to facilitate integrated learning across components
- Submit monthly calendar of activities and quarterly program outlines and plans
- Submit monthly reports and attendance logs
- Meet with Program Coordinator for weekly supervision
- Attend ongoing meetings and trainings offered by CAS-Carrera

MENTAL HEALTH SPECIALIST

- Conduct weekly theme-based, Power Group sessions with students based upon assets-building
- Provide crisis intervention, case management, individual/small group and short-term counseling, and referrals as needed for young people with identified challenges
- Provide referrals to local specialty professionals for long term/or intensive mental health interventions as needed
- Be familiar with, and provide referrals to, other community-based services, as needed
- Work closely with school administration and faculty to meet the identified needs of the school
- Attend regular staff and clinical supervision meetings; be in regular contact with the assigned clinical supervisor to review cases
- Collaborate with relevant program component staff and/or medical care providers on mental health issues as needed
- Maintain accurate and timely documentation; maintain confidential records of all individual meetings, baseline assessments, confidential correspondence and case notes with program participants
- Maintain licensure as prescribed by state mental health guidelines and protocols
- Attend ongoing meetings and trainings offered by CAS-Carrera

SELF EXPRESSION SPECIALIST

*This position may be a staff or a vendor contracted for services

- Provide regularly scheduled creative opportunities for teens utilizing music, drama, and arts, set design, lyric development, writing, poetry, pottery, jewelry making, song, dance, theater, silk screening, costume making, cooking, video projects, photography, painting, drawing and other creative activities
- Use the arts as a stimulus to foster healthy exploration of life
- Develop target objectives that center on relationships, body image, family issues, maleness and femaleness, gender roles and other contemporary issues related to the healthy development of young people
- Collaborate with all Carrera components in the development of activities
- Create monthly/quarterly program outlines/plans
- Secure materials needed for activities
- Complete monthly reports/monthly attendance to be reviewed by Program Coordinator
- Meet with Program Coordinator for weekly supervision
- Attend ongoing meetings and trainings offered by CAS-Carrera

LIFETIME INDIVIDUAL SPORTS FACILITATOR

*This position may be a staff or a vendor contracted for services

- Provide females and males with an opportunity to learn an individual sport which can be played or participated in throughout the life cycle
- Schedule small groups of young people to participate in 6-8 week segments enabling all the teens to experience at least (2) activities during the course of the program year
- Organize activities that promote the importance of regular exercise and good cardiovascular system development
- Expose students to sports like bowling, swimming, tennis and golf that build self esteem; provide instruction focusing on self discipline and dedication to excellence
- Promote activities that allows students to interact together toward a common goal and that is to win and excel physically
- Schedule weekend, summer and holiday individual sports opportunities when appropriate
- Secure the proper equipment for each activity
- Meet with Program Coordinator for weekly supervision
- Attend ongoing meetings and trainings offered by CAS-Carrera



Appendix IV

SAMPLE MOU

The Children's Aid Society (CAS)-Carrera Adolescent Pregnancy Prevention Program and the				
Memorandum Of Understanding for the Launch and Maintenance of CAS- Carrera Program Replication(s)				
The Children's Aid Society - Carrera Adolescent Pregnancy Prevention Program ("CAS-Carrera") and the ("") agree to assume and perform the roles and responsibilities associated with the implementation and maintenance of (a) CAS-Carrera program replication(s) for the time period				
The M Joi Re	OU is comprised of three sections: oint Responsibilities of esponsibilities of CAS-Carrera esponsibilities of			
l.	Joint Responsibilities of the	and CAS-Carrera		
1.		nication between and the CAS-Carrera the planning and implementation of the program.		
2.	· •	e hired and trained in the program model prior to the done through collaborative efforts of CAS-Carrera and		
3.	Ensure that CAS-Carrera staff participate in reg scheduled supervision.	gular training, monthly maintenance meetings, and		
4.	Work collaboratively to ensure that all medica in a timely fashion in conjunction with CAS-Car	al and dental appointments for participants are fulfilled rera medical and dental staff.		
5.	Work collaboratively to develop a consistent programming for CAS-Carrera participants.	t Saturday (where possible) and mandatory summer		
6.	Participate in regularly scheduled monthly development needs.	meetings with CAS-Carrera staff to discuss program		
7.	Ensure that program component milestone	es are achieved within the timeline established in		

conjunction with the CAS-Carrera central staff. These milestones include:

- Education: Develop and deliver academic supports as mutually defined though collaborations with school leadership; daily and Saturday homework help, remediation, and enrichment with trained teachers and tutors driven by Individual Academic Plans (IAP) for each participant is desired;
- Employment: Weekly exposure to the "world of work," including earning stipends, opening bank accounts, exploring career choices, and participating in entrepreneurial projects;
- Family Life and Sexuality Education (FLSE): Weekly comprehensive, scientifically accurate sexuality education sessions taught in an age-appropriate fashion by a trained professional;
- Self-Expression: Ongoing exposure music, dance, writing and drama workshops led by theater and art professionals, where children can discover talents and build self-esteem;
- Lifetime Individual Sports: A program emphasizing sports that build self-discipline and can be played throughout life, including golf, squash, swimming, and others;
- Full Medical and Dental Care: Comprehensive, no cost medical and dental services provided in partnership with local providers following medical and dental protocols developed by CAS-Carrera:
- Mental Health Services: Weekly discussion groups led by certified social workers; individual counseling, case management, and crisis intervention as needed.
- 8. Early alerts must be communicated if the partnership is not progressing as planned; intensive problem solving efforts should be used to course correct when challenges are identified. Use of outside mediation should be utilized if serious problems or concerns exist which may jeopardize services to the young people, program health, and overall progress.
- 9. Should it be jointly determined that dissolving the partnership is necessary, a plan for disengaging should not be abrupt and should reflect exhaustive problem-solving approaches and attempts that are mindful of the disruption to young people and to program.

II. Responsibilities of CAS-Carrera

- 1. Coordinate and assist in fundraising as needed ensuring the acquisition of revenues necessary to meet specialty needs and rich program activities not covered by public funding.
- 2. Facilitate the planning and implementation of CAS-Carrera programming. Provide on-going and regularly scheduled on-site technical assistance, training, support, and supervision of the CAS-Carrera program and staff.
- 3. Deliver pre-service, in-service, and on-going training and professional development to CAS-Carrera staff.
- 4. Facilitate the posting, screening, and selection of CAS-Carrera staff in conjunction with agency leadership and program staff.

III.	Responsibilities of the

1. Ensure the implementation of the fully evaluated CAS-Carrera program model as developed by CAS-Carrera and agreed to by both parties with no modifications or adaptation to the overall evaluated program model or its implementation and operation.

- 2. Staff CAS-Carrera replications as prescribed. Remain fully staffed in all CAS-Carrera components throughout the academic year and summer. Dedicated staff will work exclusively for the CAS-Carrera program. Ensure that all applicable local and state requirements for staff clearances are met.
- 3. Ensure timely and appropriate training and utilization of the Carrera Management Information System (CMIS) for data and performance management and program reporting purposes as guided by the CAS-Carrera central staff.
- 4. Work cooperatively with the CAS-Carrera staff and the assigned evaluator on program evaluation. This may include, but not be limited to, sharing school profiles and all relevant data available in the public domain. In addition, test scores, grades, attendance, etc. will be provided with full protection of the rights of the students and within the regulations of the school system.
- 5. Ensure that all procedures and regulations for student safety, student pick-ups and transportation, parent consents, field trips, food, and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
- 6. Provide appropriate/adequate in-kind space for program components and for all CAS-Carrera site staff; ensure adequate IT supports.
- 7. Include CAS-Carrera staff in all relevant agency led/coordinated professional development opportunities.
- 8. Maintain average daily attendance and annual retention at 85 percent and provide the program management team with detailed information on each child the program deems no longer eligible to be retained.
- 9. Include fees associated with CAS-Carrera Fidelity Management in budget submission.

The Children's Aid Society - Carrera Adolescent Pregnancy Prevention and				
Agreed on this day,, by				
Name of the Director	Signature of Director			
Executive Director's Name	Signature of the Executive Director			

CAS-Carrera Program Objectives

Our objective is to increase children's knowledge of sexual health; delay initiation of sexual intercourse, reduce teen pregnancy and decrease the rate of infectious diseases. The methods that will be employed to reach these objectives are the components of the Carrera program. This includes not only medically accurate, comprehensive sex education, but also strategies to build protective factors while reducing risk factors so that youth are empowered to make the healthiest, safest decisions within a community and family support network.

Description of the Program:

The CAS-Carrera integrated school model includes daily programming during the school week, on most Saturdays and for six weeks in the summer. Students enter the Carrera program in the 5th or 6th grade and continue through high school graduation and college admission. Classroom programming is provided during the school day during guidance periods, resource time, study halls and other time slots where available. In some cases an additional 45 minutes may be added on certain days to guarantee full component inclusion. The program is comprehensive and intensive. It targets risk factors, but also builds upon protective factors resulting in participants not only acquiring the knowledge to make informed, healthy decisions, but also the skills, self-esteem and support to make the right decisions for their health, life and future.

The program components include:

- Daily class education
- Support and outreach to teachers
- Weekly in class Job Club
- Weekly in class Power Group
- Weekly in class Family Life and Sexuality Education
- Weekly Lifetime Individual Sports
- Weekly Self Expression—drawing, painting, sculpting and art history
- No cost, comprehensive medical services

Note: An overview of the program components is provided in Appendix I and II.

Process and Outcome Objective of Planned Activities:

The outcome objectives specify the end products of this project and demonstrate the anticipated changes over the next eight years. There are four categories of outcome objectives: knowledge, skills, behaviors and attitudes. Some of the outcomes are related to a specific input process, for example, participants are expected to be more knowledgeable of sexual and reproductive health as a result of the lifestyle sexuality classes; however, other outcomes will be the results of multiple components.

<u>Process:</u> Provide weekly medically-accurate, age-appropriate comprehensive sexuality education.

Outcome 1: Participants will increase their knowledge of sexual and reproductive health

Outcome 2: Participants will increase their knowledge of sexually transmitted diseases

Outcome 3: Participants will demonstrate positive beliefs and attitudes towards abstinence

Outcome 4: Participants will abstain from sexual intercourse

Outcome 5: Participants will have a lower STD rate than non-participants

Outcome 6: Participants will increase their use of contraception

Outcome 7: Participants will have lower rates of teen pregnancy

<u>Process:</u> The parents of participants will receive Family Life and sex education workshops.

Outcome: Participating students and their parents will increase their communication

<u>Process:</u> Participants will receive individual academic plans and daily one-on-one or small group tutoring;

Carrera program coordinators will provide outreach and collaboration with teachers and parents.

Outcome 1: Participant's academic performance will improve

Outcome 2: Participants will attend school at higher rates than non-participants

Outcome 3: Participants will graduate from high school at higher rates than non-participants

<u>Process:</u> Participants will receive PSAT and SAT preparation, go on college trips and receive assistance with applying to college.

Outcome: Participants will enroll in college at higher rates than non-participants

<u>Process:</u> Participants will receive weekly job class which includes opening bank accounts. Participants are paid a stipend and make monthly deposits in their bank accounts. Participants will explore career choices and be provided summer and part-time job opportunities.

Outcome1: Every participant will have a bank account

Outcome 2: Participants will be employed at a higher rate than non-participants

<u>Process:</u> Participants will engage in weekly music, dance, writing and drama workshops and/or participate in lifetime individual sports.

Outcome 1: Participants will show an increase in self-esteem and confidence

Outcome 2: Participants will delay or decrease use of alcohol and other drugs

Outcome 3: Participants will be less likely to engage in physical fighting

Process: Participants will receive comprehensive medical, dental and vision care at no cost.

Outcome 1: Participants will receive routine annual physical health exams

Outcome 2: Participants will receive dental cleanings and needed follow-up care every 6 months

<u>Process:</u> Full time counseling and crisis intervention will be provided to participants as needed.

Outcome: Participants will receive referrals and appropriate treatment as needed

<u>Process:</u> Participants will engage in weekly discussion sessions called "Power Group" where they can discuss mental health, peer, family and other issues with a trained facilitator.

Outcome1: Participants will attend school at higher rates than non-participants

Outcome 2: Participating students and their parents will increase their communication

Objective Performance Measures & Efficiency Measures

Five abstinence-focused outcomes will be the centerpiece of the objective measurements used to determine the Carrera program's success.

During the first two years, improvements are expected in the following abstinence-related outcomes:

 Increase in sexual and reproductive health knowledge and understanding that abstinence is 100% effective at avoiding pregnancy Increase in sexually transmitted disease knowledge and understanding that abstinence is 100% effective at avoiding STDs

Following the first two years, longer-term data can be gathered and analyzed to determine the efficacy of the Carrera model:

- Delay of sexual intercourse
- o Lower rates of teen pregnancy
- o Decrease in STD infection rates

Program-related objective outcomes:

Short-range (First one-two years of program participation

- 1. Increase in sexual and reproductive health knowledge
- 2. Increase in sexually transmitted disease knowledge
- 3. Delay of sexual intercourse
- 4. Less likely to be using alcohol or other drugs
- 5. Less likely to be in a physical fight
- 6. Increased school participation
- 7. Increase in parent-child communication
- 8. Each participant will have a bank account
- 9. Each participant will receive routine medical, dental and vision care
- 10. Program participation rate (based on average daily attendance)
- 11. Program retention rate of 90%

Mid-range (Three to five years of program participation)

- 1. Positive attitude towards delay of sexual activity
- 2. Delay of sexual intercourse
- 3. Increased use of contraception
- 4. Lower rates of teen pregnancy
- 5. Decrease in rate of teen STD infection
- 6. Increase in parent-child communication
- 7. Increased school participation
- 8. Decreased truancy
- 9. Decreased use of alcohol and other drugs
- 10. Increase in self-esteem/self-efficacy resulting in healthier decisions
- 12. Increase in academic achievement
- 13. Program participation rate of 80% (80% of those who participated in the first two years will continue in the program during the next three to five years)

Long-range (five to eight years of program participation)

- 1. Positive attitude towards delay of sexual activity
- 2. Delay of sexual intercourse
- 3. Increased use of contraception for those having intercourse
- 4. Lower rates of teen pregnancy
- 5. Decrease in rate of teen STD infection
- 6. Increase in parent-child communication
- 7. Increased school participation
- 8. Increased employment
- 9. Increased rate of graduation

- 10. Increased rate of college enrollment
- 11. Decreased use of alcohol or other drugs
- 12. Program participation rate (based on average daily attendance)
- 13. Program retention rate of 70% (70% of those who participated in the previous four years will continue in the program during the next five to seven years.

The data used to measure outcome performance measures will be obtained from a number of sources. Data will be obtained from a behavioral risk assessment tool that will test the participants as they enter the program (baseline data) and at appropriate intervals thereafter. DCF is reviewing the assessment tools Carrera offers and is investigating options for an independent evaluation firm to provide outside evaluation. The Carrera curriculum presents medically accurate, age appropriate information for each grade. Knowledge can be tested on the specific topics covered in each grade, and also on the retention of information provided in earlier years. Knowledge outcomes will be measured each year participants are enrolled in Carrera and will be tailored to the curriculum. Program attendance, school attendance and academic performance will be tracked and monitored through the participant records that are maintained for each student enrolled in the program.

Mid-range and longer range data will require the use of other tools and evaluation methods. There are a number of different methods that can be employed to collect and measure outcomes related to well-being and protective factors. DCF will work with the vendor agency to identify an independent evaluator to identify screening tools that are culturally valid and designed for both general and clinical populations. For example, the Rosenberg Self-Esteem Scale and the Cultural-Free Self-Esteem Inventories, Third Edition (CFSEI-3) are easy to administer and score, and have been tested for validity. The CFSEI-3, in addition to looking at general self-esteem, considers academic, parent/home and social self-esteem.

The independent evaluator will then utilize tools to measure the identified outcomes among the program participants, as well as to identify a comparable peer group that is not receiving the comprehensive services of Carrera. The data from this group will be compared to the outcomes of the Carrera participants to determine success.

Efficiency Measures

The state of WI will collect and report on the following data to analyze the success of the program in accomplishing efficiency measures:

- a. Unduplicated count of clients served
- b. Hours of service received by clients
- c. Program completion data
- d. Communities served

The vendor agency will collect and track an unduplicated count of service recipients served by the Carrera program via the participant records that are developed and maintained on every student enrolled the Carrera program. The participant record will contain demographic information including age at program entry; gender; and race; as well as the hours of service received and the program completion date. Every program component will be tracked for total number of recipients who received and completed the specific component service. These numbers will be tracked each semester and summarized annually. Data gathered via the participant records can be cross referenced with the data gathered by program component. Participant records will yield data regarding number of specific classroom hours received, along with the number of other service hours received through the other components of the Carrera program. Demographic information will

be gathered via the participant records; therefore, attendance in all program components can be further analyzed by gender, race and age.

Program costs will be carefully tracked and monitored. Carrera provides an approximate cost per student enrolled in the program; this cost is reflected in the budget table (Appendix V) and can be used to calculate the number of dollars spent per program recipient served; and, dollars spent per hours of service received. Furthermore, as input, output and outcome data is collected and analyzed; the state will be able to report on outcomes based on specific program inputs and outputs. By tracking this data we will understand which components affect specific outcomes and for which students. This data analysis will provide valuable information and assist with program quality assurance and program improvement measures such as adjusting inputs and outputs to yield better results.

List of Current BFI Projects

Alma Center, Inc. http://www.almacenter.org

The Alma Center *Fatherhood Wisdom Project* is focused on a target population of men who due to a variety of background factors and experiences are likely to be significantly challenged in their ability to be a nurturing and responsible father/role model to their children. In addressing the needs for improved parenting among this group of fathers, the Alma Center will deliver a comprehensive and multifaceted educational change and trauma resolution program with varied components that can be combined to meet the specific individual needs. The program will include the following elements:

- Comprehensive assessment for case formulation and individualized plan
- Men Ending Violence batterer intervention program
- Caring Dads Fatherhood Education Program
- Fatherhood Wisdom Walk trauma resolution intensive program
- Case management / life skills
- Breaking the Cycle: Father/Youth Wisdom Walk 3-day retreat

Big Brothers Big Sisters of Metro Milwaukee (2 projects) http://bbbsmilwaukee.org

Project REACH will support longer, stronger match relationships between volunteer mentors and youth participants in an effort to increase positive youth outcomes. The goals of Big Brothers Big Sisters of Metro Milwaukee's Project REACH are to improve the life outcomes of at-risk youth by enhancing the current BBBS mentoring program through structured, staff-supported activities designed to promote youth cogitative, social, physical, emotional and moral developmental growth. BBBS serves youth ages 6-17 that are at risk of academic failure, juvenile delinquency, and incarceration. The program provides a protective factor for this at-risk population by reducing negative outcomes and increasing positive outcomes such as improved relationships and school performance. Project REACH provides an additional protective factor by planning and staffing 58 match activities in five focus areas: (18 in Recreation, 7 in Education & Career, 7 in Arts & Culture, 21 in Civic Engagement and 5 in Health) and through 100 community collaborations. Through ticket donations which defray the entry cost, matches are exposed to new experiences through attendance at arts, recreation and sporting events. Project REACH will also aid in recruiting 50 male volunteers.

Mentoring Children of Prisoners (MCP) Program: The MCP will provide one-to-one professionally supported mentoring services for Milwaukee's most at-risk youth: children of prisoners. The goal of the MCP Program is to improve the life outcomes of youth experiencing the loss of a parent to incarceration by providing a positive adult mentor and supporting the matched relationship for at least one year. The program provides a protective factor for this at-risk population by reducing negative youth outcomes and increasing positive outcomes such as improved relationships and school performance. Through volunteer recruitment, professional match support, and staff planned and coordinated activities 75 new volunteers will be recruited, 300 match relationships will be served, 90% of monthly contacts will be completed, the six-month match retention rate will reach at least 75% and the total average match length will be at least 12 months.

Hope House http://hopehousemke.org

The Hope House *Shining Stars Youth Education Program* is designed to provide homeless children, as well as children from low-income households in the neighborhoods surrounding Hope House, with individual academic tutoring, cultural enrichment workshops, community service activities, and excursions to educational locations throughout southeastern Wisconsin. Participants in the Shining Stars Program are presented with numerous experiences to further their development as students and citizens during the school year and throughout the summer. It is the goal of the Shining Stars Youth program to include a variety of services for youth aimed at reducing the incidence of teen violence and other delinquent behavior, non-marital teen pregnancy, teen alcohol and other drug use and abuse.

Kids Matter Inc. http://kidsmatterinc.org

The *Family Connections Milwaukee* pilot program (FCM) will reduce family risk factors for child abuse and neglect by creating, increasing and supporting family protective factors among extended family/kin caregivers and children. FCM will use the "demonstrated effective" model called Family Connections (tested with extended kin families) to enhance the resources, skills, and coping strategies of the caregivers, their social supports and their community. These services are necessary to help relatives meet the physical, emotional, and behavioral needs of the children they love and care for and to concretely acknowledge extended kin caregivers as a valued community resource.

Journey House http://journeyhouse.org

Journey House youth programs empower youth to compete in the global economy by promoting innovative approaches and rigorous educational programs coupled with workforce/social development that assist economically challenged youth to stay safe, focused, finish high school, and successfully transition and graduate from an institution of higher learning and maintain gainful, meaningful employment. The Journey House *College Careers Program* will assist 200 low-income, urban Latino and African American youth through an intensive, customized academic and career planning program to become self-sustaining leaders in their family, household, neighborhood, and community. By instituting best practices in education, we will increase the rate of promotion to the next grade level, post-secondary education, or career path. The College Careers Program will mount a sustained effort to develop instructional and student support strategies to improve student success in high school and prepare them for high achievement in college and the workforce. Journey House will help youth successfully transition as a prepared student into college or the workforce.

<u>Latino Community Center</u> http://www.latinocommunitycenter.org

The Latino Community Center (LCC) *Youth Prevention* programming will reach many at-risk youth in the area between the ages of 5 – 21, including gang members, young girls, out-of-school youth and teenaged males. Programming will focus on reducing violence, drug use, preventing premarital pregnancy and increasing self esteem and academic achievement. The LCC staff runs after school programming each weeknight at the Center, and at two Community Learning Centers, including Kagel Elementary School and South Division High School. Varied programming and activities are presented, including academic based and recreational. Curriculum based programs are also offered including "Healthy Girls", "Life Skills Training" and "Creating Lasting Family Connections". An additional program, Outpost for alternative education, provides a method for

learning for students with poor performance in a traditional educational environment. Teen nights will be offered on specific evenings during the week throughout the school year from 6:00 to 9:00 p.m. Summer programming for youth runs all day and into the evening, five days a week. The LCC will have positive outcomes including: achieving academic increases, gaining self confidence, developing self esteem, and gaining the life skills necessary to resist negative peer pressure.

Marquette University (2 projects)

Behavior Clinic: A Home-Based, Child Management Program for Low-Income FamiliesMarquette College of Education *with* Penfield Children's Center: http://penfieldchildren.org

This project will identify 90 young, at-risk children including 20 children involved with the child welfare system. We will provide their families with a nationally recognized, evidence-based, child management program (CMP) to reduce the children's behavior problems by improving the family's parenting knowledge and skills. This CMP has been specifically adapted to be delivered in the homes of urban families living in poverty, most of whom are headed by single mothers, who often resort to negative parenting practices to manage their young children's behavior problems. All families who complete the CMP will be provided additional booster home sessions as needed. Multiple direct observation and self-report measures will be administered before, during and after the CMP is implemented and again at a 4-6 week follow-up to assess the project's outcomes; we also will collect progress measures at each home visit.

Peer Solutions and Peacemaking

Marquette University Law School, Marquette University, and the Milwaukee Public Schools Violence Prevention Program

Peer Solutions and Peacemaking (formerly CREC) is a partnership between Marquette University (MU) and the Milwaukee Public Schools Violence Prevention Program (VPP). PSP reduces teen violence by training middle school and high school students in conflict resolution, restorative justice, and peer mediation. The goal of PSP is to build the capacity of teens to identify and resolve conflicts with peers. In 2009, the CREC trained185 youth in a variety of conflict resolution techniques.

Medical College of Wisconsin http://www.mcw.edu

The *Milwaukee Adolescent Health Program* (MAHP) of the Pediatrics Department of the Medical College of Wisconsin coordinates healthcare and support services for high-risk youths in Milwaukee. The goals of the project are: (1) to systematically screen 2,000 adolescents, ages of 13 and 20, who receive health services at MAHP program sites, for risk factors and behaviors that contribute to negative outcomes; and (2) to coordinate resources and activities that build on protective factors, personal assets and community resources to improve those outcomes for adolescents referred for additional services.

Milwaukee Christian Center http://mccwi.org

Milwaukee Christian Center (MCC) provides services to youth and families. This includes the *Kids Place and* **Youth Development Programs**, whose services are provided in a culturally competent manner to an ethnically diverse group of youth and families with the intent of helping them resolve educational, cultural and language

issues. MCC encourages parental involvement with their children through innovative strategies such as Family Nights, field trips/recreational activities focusing on parent/child relationships and workshops that address family concerns such as school attendance/academic performance, healthy lifestyles and financial literacy. MCC will target 3-5 families from each site totaling of 10-20 parents and 20-30 children, ages 6-14. MCC's work will result in home visits with families, parenting skills workshop presented by the Parenting Skills Network and improvement in academic performance by the children. Data indicates an increased number of community members are coping with some form of ATODA factors. Seeking solutions is a priority when school drop out rates, peer conflicts, gang violence, crime rates and other negative behaviors are rising in which youth were violators or victims. MCC intends to implement the Creating Lasting Family Connections program that allows for parents and their children to be on parallel curriculum modules that come together at the end of a 15-18 week program to discuss what they have learned and to share their experience.

Milwaukee LGBT Community Center http://www.mkelgbt.org

The overall goal of *Project Q's Youth Development Initiative* is to provide marginalized and at-risk LGBTQ youth with the knowledge, support and skills necessary for them to reduce their risk behaviors and/or increase their self-protective behaviors. Within the LGBTQ youth population, the targets that Project Q will focus on are: 1) Youth who would benefit from enhanced social/leadership skills, 2) Substance abusing youth and 3) Youth at increased sexual risk. The program offers out-of-school time programming activities five evenings per week that focus on four targeted programming areas:

1) Risk Reduction; 2) Tolerance Promotion; 3) Safety Promotion; and 4) Health & Wellness Promotion The program provides youth leadership opportunities, including participation in the REAL youth leadership advisory board that makes major decisions for the program; and prevention case management for youth engaging in crime/violence and health risk behaviors.

Neu-Life Community Resource Center

Neu-Life Community Resource Center's **Youth Development Program** is unique and creative in the approach taken to positive youth development. Programs are youth-driven and the youth give input on all programs and activities offered. A wide variety of prevention programs are offered and there is something for all the youth served to keep them engaged. We provide a year-round after school and summer program for youth aged 3 to 17 at two sites in Milwaukee. Program activities in the areas of health and wellness, creative and performing arts and leadership development are emphasized. The program also includes three evidence-based curriculums that are very successful when interwoven into prevention program activities. The program also has a strong focus on youth-led, youth-driven, community improvement projects. We empower the youth we serve to make a positive difference in the neighborhoods in which they live.

Pathfinders (2 Projects) http://pathfindersmke.org

The Pathfinders **Youth Leadership Development Initiative** (YLDI) aims to provide at least 450 very high at-risk youth with services and programming that gives them a sense of safety, structure, and belonging as they develop important skills and assets. The Initiative's primary objectives are to strengthen youth-adult relationships; improve youth competency and social skills; enhance youth self-esteem, and provide affirming messages regarding youth as assts to the community. This is accomplished through researched-based structured daily *Prevention Education Groups*, weekly *Youth Leadership Meetings*, and weekly *Activity Groups*

that provide ways that allow them to address their disengagement from their families, schools and communities and reduce their likelihood of engaging in delinquent behaviors. The Initiative seeks to expand these services through the *Youth Outreach Drop-in Center*, a 'one-stop shop' for providing basic life services and more intensive case management services to meet life's challenges.

Pathfinders' *Hand-in-Hand Sexual Abuse Recovery Program:* With the launching of the Pathfinders Drop-In Center for homeless youth, prevention efforts turn toward one of Milwaukee's most vulnerable populations - homeless and runaway youth. This project will directly reach a total of 1,110 youth, parents and community professionals. The proposed initiative utilizes a two-pronged approach to address sexual violence/exploitation and teen pregnancy among youth:

- 1) Primary Prevention (preventing abuse from occurring): Sexual exploitation among homeless youth is unfortunately commonplace. Sexual abuse and teen pregnancy are profoundly linked. This initiative utilizes *Making Proud Choices!* and *Street Smart,* both evidence-based, CDC sanctioned curriculum to accomplish this. Youth will learn how to make safer choices to protect themselves from violence/exploitation and unwanted pregnancy. Parents/caregivers will be trained through the nationally recognized curriculum *Awareness to Action-Stewards of Children* to be more aware of signs of sexual abuse with their children as well as other children in their communities. Resource fairs aim at raising awareness and providing resources for services. This branch of the project will directly reach at least 1,000 people (225 youth, 175 parents, and 600 youth-focused community professionals).
- 2) Secondary Prevention (intervening once abuse has occurred): The HIH Program helps victims rise from self-blaming to self-empowerment, achieving self sufficiency through finishing school, becoming employed, delaying child bearing, participating fully in their community, breaking their silence, entering healthy relationships and keeping themselves safe. The initiative will provide cognitive behavioral based therapy and advocacy services to 110 youth at high risk of future harm to others or themselves due to sexual assault/exploitation.

Pearls for Teen Girls, Inc http://www.pearlsforteengirls.com

Girls Reaching our Goals: The program includes the full spectrum of PEARLS regular curriculum; provision of intensive training opportunities for teen facilitators; and outreach to parents. The core PEARLS curriculum provides girls with a rich opportunity to discuss and work through issues important to them in supportive "Sharing Circles." A typical session features a guided conversation led by one Adult Program Coordinator and usually a Teen Facilitator. Topics might include school, relationships, careers, health or whatever the girls identify as pressing for them. Through these discussions, PEARLS girls practice articulating ideas, clarifying beliefs, and learning to listen to and respect the ideas of peer and adult mentors. These skills better prepare girls to assert themselves positively when facing choices about drugs, alcohol, violence or sex. Every PEARLS girl enrolled in school year programming will also have the opportunity to participate in PEARLS groundbreaking Goal Setting Initiative. Goal setting has become the cornerstone of the PEARLS program and the means by which we measure our success. Working in cooperation with UW-Milwaukee evaluation expert, Dan Folkman, PhD, PEARLS girls and staff developed the "PEARLS Leadership Compass" which incorporates five points within which goals are set: Loving Myself, Striving to Achieve, Building Relationships with Others, Believing the Sky is the Limit, Helping Hands in the Community. PEARLS programming is augmented by field trips, guest speakers, College Tours, scholarships, Alumnae Association, and college readiness services including a new Higher Education Coach program that pairs girls with caring adults willing to provide one-onone mentoring to help girls through the college application, financing and acceptance process. We will also continue to encourage parental involvement through participation in Plain Talk and all other programming.

St. Aemilian-Lakeside (2 Projects) http://www.st-al.org

The goal of St. Aemilian-Lakeside's (SAL) *Youth Transitioning to Adulthood (YTA) Scholars* is to assist former foster youth in successfully transitioning to adulthood through finding secure and safe housing, obtaining and maintaining employment, pursuing further educational and vocational training, strengthening parenting skills and remaining free of contact with the criminal justice system. Program objectives include teaching and exposing the young adult to the many processes and tasks associated with the transition to adulthood, creating an understanding that values the completion of these processes and tasks, and supporting the young adult in their efforts.

The key is the development of a trusting, long term relationship between the former foster youth and the YTA Counselor. The basis for the theory of change in YTA Scholars is that the numerous tasks of transitioning to adulthood can be achieved when a young adult has at least one positive adult in their life to support them at crucial times. The YTA Counselor works with the young adult to assess needs and identify individualized goals, refers the young adult to main stream resources, teaches self-sufficiency and daily living skills, offers individualized assistance and support, provides financial assistance when appropriate, and makes a long-term commitment to the relationship with the participant. Financial assistance is provided through incentives given to program participants for success made towards goals and completion of program goals.

St. Aemilian-Lakeside's *Caregiver Support Program* provides the relative caregivers of children in court-ordered kinship care with a variety of supportive services in order to enhance their ability to meet the needs of the children in their care. The program, which serves the Bureau of Milwaukee Child Welfare's (BMCW) Region 3, engages relative caregivers with the goals of increasing placement stability, facilitating children's identified permanence goals, ensuring that the mental health service needs of children and caregivers are met, advocating for children in the educational arena, and ensuring that children in kinship care are safe from abuse, neglect, and marginal care. The services provided through Caregiver Support are kinship parent driven and clinical in nature. The primary method of service delivery is face-to-face contact within the kinship home.

St. Vincent de Paul Society - Vincent Family Resource Center http://www.svdpmilw.org

The Urban Youth Project will serve 40 teens and their parents to address issues that are specific to urban youth and their families. The Vincent Family Resource Center (VFRC) serves predominately low-income African Americans teens who struggle with issues associated with poverty: child abuse and neglect, dysfunctional families, racism, teen pregnancy and ATODA abuse. Critical objectives are to strengthen the bonds between parents and children, provide education and experiences for youth resulting in positive outcomes that impact the child-parent relationship and the youth's life choices. The "Urban Youth Project" will provide culturally competent services that include recreation, entrepreneurship, and the arts to reach and retain at-promise-youth. The project strives to reduce child abuse, violent behavior, teen pregnancy, alcohol and drug abuse, and prevent out-of-home placements.

SET Ministry, Inc http://www.setinc.org

SET Ministry's **Peace Program** began in 1997 at St. Michael's Hospital in response to concerns expressed to local behavioral-health professionals by area principals and teachers. The program applies the principles of group therapy to teach children in seven Milwaukee elementary and middle schools (both public and private) healthy interaction patterns through a group format. Almost all of the students live in poverty and possess a number of common risk factors for violence and poor academic performance. Behavioral health professionals lead the weekly 30 minute sessions within the traditional classroom setting. The **Peace Program** focuses on three primary behavioral-health change principles:

- Impulse control the capacity to delay gratification of an immediate impulse.
- **Emotional regulation** the ability to manage unpleasant feelings or sensations.
- **Violence prevention** the likelihood to delay an immediate impulse to hit or verbally react.

The program helps students feel pro-socially connected to each other. Less aggression leads to opportunities for greater academic achievement for all students. Youth become familiar with the concepts and use the techniques at home, on the playground, and in their neighborhood. Teachers and other school personnel also learn about the model and use it within the everyday classroom experiences. A home visiting component will help children in the child welfare system overcome barriers to success.

Silver Spring Neighborhood Center http://www.ssnc-milw.org

The *Social Development Programs* are designed for at-risk teens and pre-teens that focuses on youth violence, teen pregnancy prevention and alcohol and other drug abuse prevention. The program's objectives are to develop an increase of knowledge and awareness of the risk and dangers of these behaviors and to increase protective factors by offering daily, engaging, social and/or educational activities for participants. The social development programs include; bi-weekly LADY and MALE meetings, weekly meetings for the Leadership Clubs, weekly Teen Talk sessions, annual college tours, job fairs, and a Teen Conference. Program participants will develop social, emotional, and educational tools to help them avoid negative outcomes like teen pregnancy, low school attendance and violent behaviors, and support them as they create a positive life vision, serve as community role models, and access the resources they need to achieve in school, a career and life.

Sojourner Family Peace Center http://sojournertruthhouse.org

The goal of the *Child Witness to Domestic Violence* project is to reduce the harmful effects of children's exposure to domestic violence by identifying and reaching out to the protective parents of these child witnesses; training professionals who work with children in the Milwaukee community; offering direct case management services to families affected by domestic violence; and offering support / educational groups for child witnesses. Support and education provided by this project teaches parents how help their children heal after experiencing violence in the home. Children learn that violence is an unacceptable way of dealing with emotions and that the violence is not their fault. Professionals who work with children receive training on how to respond to child victims/witnesses of domestic violence. Trainees learn how to identify signs of domestic violence and how to assist families in accessing the appropriate services. All participants are offered safety and resource planning, crisis counseling, emergency legal and resource assistance. Families participate in the program at their own pace and as long they need the services.

The Parenting Network (2 Projects) http://www.theparentingnetwork.org

Family Links is a community response program linking the Initial Assessment department of the Bureau of Milwaukee Child Welfare (BMCW), the Parent Helpline, and a network of community-based organizations. During 2010 this unique child abuse prevention program will serve at least 85 families including at least 130 children. Family Links is designed to serve vulnerable families who would otherwise "fall between the cracks." The Family Links team provides individualized case management services using a strength-based approach linking families with appropriate agencies and services they need to provide safe and nurturing environments for their children.

RELATE and Adolescent Parenting Program Project will provide two evidence-based programs for youth in school-based settings. These programs address both sides of the teen pregnancy issue – prevention (RELATE) as well as parenting education and support for those teens who become pregnant (Adolescent Parenting Program). RELATE ™ (Relationship Education Leading Adolescents Toward Empowerment) is a 10-session series facilitated in middle and high school settings serving 650 youth between the ages of 11-17. The goals are to empower teens to choose healthy relationships and to prevent bullying, dating violence and teen pregnancy. The Adolescent Parenting Program uses Young Dads, Young Moms (Parents As Teachers®), a comprehensive life skills and parenting curriculum facilitated throughout the school year in two high school settings and one community-based setting for expectant and new adolescent parents. The goals of these weekly sessions are to empower teen parents to provide safe and stable homes for their young children, to understand early childhood development and their critical role as a parent, to avoid additional unplanned pregnancies, and to continue their education and progress toward self-sufficiency.

Walker's Point Youth and Family Center http://walkerspoint.org

The *Nurturing Program for Parents and Adolescents* is a strength-based, nationally validated approach to child abuse prevention that involves a structured educational and group support experience. The focus of the Walker's Point Nurturing Program is to teach adolescents and parents of adolescents greater self-awareness, and healthier and more positive ways to interact in order to strengthen family relationships and reduce the potential for abuse and neglect. Through both community-based and school-based formats, the program also teaches teens – the next generation of parents – to respond well to their own needs and develop good parenting skills. The Nurturing Program model has also been used as a broad prevention approach, as it addresses violence prevention issues through teaching alternatives in anger management, and by fostering positive parent-teen communication it acts a strategy for the prevention of teen pregnancy and teen substance abuse.

West Allis/West Milwaukee (WAWM) Family Resource Center

Helping Kids Grow is a community initiative spearheaded by the WAWM Family Resource Center, WA Health Department, Early Childhood Community Task Force, WA Police Department and WAWM School District. This is an innovative four-tiered approach to assure the health, development, safety and school readiness of children birth to five years. Each phase features an independent, creative learning or screening strategy. Families in the City of West Allis and Village of West Milwaukee and those that live within the boundaries of the WAWM School District are invited to participate in one or all four aspects of this initiative. Through this initiative, the Center is also partnering with the Police Department to provide services to the children of

victims of domestic violence that are involved in the WISH Program (**W**omen Initiate **S**elf-healing & **H**ope, a domestic violence support and education group).

Wisconsin Foundation for Independent Colleges http://www.wficweb.org

College Readiness 21 (CR21) provides under-served students with services, guidance, and opportunities that emphasize academic preparation, develop positive attitudes about college, and guide them toward long-term self-sufficiency. CR21 offers a continuum of support services that ensure participating students will:

- Value learning and develop positive attitudes about academic achievement.
- View higher education as a viable, achievable option.
- Improve academic skills—particularly in core areas such as math, science, reading, and writing—through focused instruction, tutoring, and mentoring.
- Explore a variety of college options.
- Gain a strong connection and familiarity with college campuses.
- Understand the connection between college majors and career paths.
- Familiarize themselves with college admissions policies and procedures.
- Understand the financial aid application process and optimize financial aid and scholarship opportunities.
- Prepare for standardized testing.
- Develop important life skills so they are prepared for the many challenges they will face outside of the classroom.
- Acquire and cultivate the attributes that will allow them to become socially responsible and contribute to the communities in which they live.
- Develop leadership skills.
- Become lifetime learners.